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No. 35] NEW DELHI, AUGUST 21—AUGUST 27, 2011, SATURDAY/SRAVANA 30—BHADRA 5, 1933

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 17 अगस्त, 2011

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS
(Department of Personnel and Training)
New Delhi, the 17th August, 2011

का. आ. 2248.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1945 का अधिनियम सं. 25) की धारा 6 साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उत्तराखंड राज्य सरकार, गृह अनुभाग-1 की दिनांक 15 जुलाई, 2011 की सं. 1210/एक्सएक्स(1)/198/ सी.बी. आई/2011, देहरादून द्वारा प्राप्त सहमति से स्वामी निगमानन्द, मैत्री सदन, जगजीरपुर, कनखल, जिला हरिद्वार, उत्तराखंड की मृत्यु तथा उपर्युक्त उल्लिखित अपराध के संबंध में या सम्बद्ध में प्रयास, दुष्प्रेरणा, तथा षड्यंत्र तथा उसी संव्यवहार के क्रम में या उन्ही तथ्यों से उद्भूत किसी अन्य अपराध या अपराधों के अन्वेषण के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण उत्तराखंड राज्य के संबंध में करती है।

S.O. 2248.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttarakhand, Home Section-1, No. 1210/XX(1)/198/CBI/2011, Dehradun, Dated 15th July 2011, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the Whole of the State of Uttarakhand for investigation of death of Swami Nigmanand, Matri Sadan, Jagjirpur, Kankhal, District, Haridwar, Uttarakhand and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offence and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[फा. सं. 228/40/2011-एवीडी-II]
राजीव जैन, अवर सचिव

[F.No.228 40/2011-AVD-II]
RAJIV JAIN, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 18 अगस्त, 2011

का.आ. 2249.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 21क के साथ पठित धारा 21 की उपधारा (1) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, श्री एस.एम. लोढा (जन्म तिथि: 28-07-1951) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक के मुम्बई स्थानीय बोर्ड में सदस्य के रूप में नामित करती है।

[फा.सं. 3/25/2010-बीओ-1]

समीर के सिन्हा, निदेशक

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 18th August, 2011

S.O. 2249.—In exercise of the powers conferred by clause (c) of sub-section (1) of Section 21, read with section 21 A of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with Reserve Bank of India, hereby nominates Shri S.M. Lodha (DOB: 28-7-1951) as a member of the Mumbai Local Board of State Bank of India, for a period of three years from the date of notification of his appointment or until further orders, whichever is earlier.

[No. 3/25/2010-BO-1]

SAMIR K. SINHA, Director

नई दिल्ली, 18 अगस्त, 2011

का.आ. 2250.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री लोरेटा मैरी वाम, अपर सचिव (आर्थिक कार्य विभाग) के स्थान पर वित्त मंत्रालय, वित्तीय सेवाएं विभाग के संयुक्त सचिव श्री अरविन्द कुमार को तत्काल प्रभाव से और अगले आदेश होने तक, बीमा विनियामक और विकास प्राधिकरण के अंशकालिक सदस्य के रूप में नियुक्त करती है।

[फा. सं. 11/6/2003-बीमा-III]

ललित कुमार, निदेशक

New Delhi, the 18th August, 2011

S. O. 2250.—In exercise of the powers conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Shri Arvind Kumar, Joint Secretary, Department of Financial Services, Ministry of Finance as Part-time Member of the Insurance Regulatory and Development Authority vice Ms. Loretta Mary Vas, Additional Secretary (DEA), with immediate effect and until further orders.

[F.No. 11/6/2003-Ins- III]

LALIT KUMAR, Director

नई दिल्ली, 23 अगस्त, 2011

का.आ. 2251.—जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सरकार, एतद्वारा, भारतीय जीवन बीमा निगम के अध्यक्ष श्री डी. के. महरोत्रा को भारतीय जीवन बीमा निगम के अध्यक्ष अतिरिक्त पदभार व्यवस्था को 26-8-2011 में अगले आदेशों तक अवधि के लिए बढ़ाती है।

[फा. सं. ए 15011/02/2010-1]

ललित कुमार, निदेशक

New Delhi, the 23rd August, 2011

S. O. 2251.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby extends and extends the charge arrangement of Chairman, Life Insurance Corporation of India to Shri D. K. Mehrotra, Chairman, Director, LIC for a further period of 3 months w.e.f. 26/8/2011.

[F.No. A-15011/02/2010-1]

LALIT KUMAR, Director

मुख्य आयकर आयुक्त का कार्यालय

जोधपुर, 18 अगस्त, 2011

सं. /4/2011-2012

का.आ. 2252.—आयकर अधिनियम 1961 (1961 का 23) की धारा 10(23ग) के खण्ड (vi) के साथ पठित आयकर अधिनियम 1962 के नियम 2 ग ए द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आयकर आयुक्त जोधपुर एतद्वारा "मण्डा इस्टिड्यूर ऑफिस सोसायटी, शिव शक्ति विहार, 220 को.वी. पॉवर हाउस जयपुर रोड, बीकानेर को उक्त धारा के प्रयोग के लिए निर्धारण वर्ष 2009-10 के आगे तक निम्नलिखित शर्तों पर अनुमोदित करते हैं :-

1. कर निर्धारिता उसकी आय का प्रयोग अथवा आय का प्रयोग करने के लिए उसका संचयन पूर्णतः तथा अन्य उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना कर निर्धारिता द्वारा एक प्रतिबद्धता (अंडरटेकिंग) को प्रस्तुत करेगी। संस्था का कार्य केवल शिक्षा प्रसार ही होगा व इसके अलावा कोई कार्य नहीं करेगी। संस्था को यह सुनिश्चित करना होगा कि अंडरटेकिंग का उल्लंघन न हो।

2. कर निर्धारिता उपर्युक्त कर निर्धारण वर्षों से पूर्व वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा 2 के अन्तर्गत विभिन्न तरीकों से विनिर्दिष्ट किसी एक अथवा एक से अधिक अथवा तरीकों से विभिन्न तरीकों से उसकी निधि (जबकि कर फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अथवा विभिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा।

3. यह आदेश किसी ऐसी आय के संबंध में प्रस्तुत करेगा जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जबकि कारोबार उक्त कर निर्धारिता के उद्देश्यों को प्राप्त करने के लिए नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुरखी रखी जाती हो।

4. कर निर्धारित आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा।

5. विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसंपत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी और इसका कोई भी भाग संस्थान के किसी सदस्य को नहीं दिया जाएगा।

6. आयकर अधिनियम की धारा 10 (23ग) के साथ पठित 115खखग में परन्तुक 15 की शर्तों में अनाम दोनों के सम्बन्ध में यह अनुमोदन लागू नहीं होगा।

7. यह अधिसूचना तब तक जारी रहेगी जब तक इसे वापस न लिया जाए।

[सं. मु आ आ/आअ(तक.)/जोध/2011-12/1786]

दिलीप शिवपुरी, मुख्य आयकर आयुक्त

Office of the Chief Commissioner of Income-Tax
Jodhpur, the 18th August, 2011
No. 4/2011-2012

S. O. 2252.— In exercise of the powers conferred by clause (vi) of Section 10 (23C) of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-Tax Rules, 1962, I, the Chief Commissioner of Income-Tax, Jodhpur hereby approve "Manda Institute of Technology Society, Shiv Shakti Vihar, Opp. 220 KV Power House, Jaipur Road, Bikaner" for the purpose of the said section for the assessment year 2009-10 onwards, subject to the following conditions:—

1. the assessee will apply its income, or accumulate for application wholly and exclusively to educational purpose only. The assessee trust shall have to adhere to its undertaking that the activities of the Institute shall be confined only to educational purpose, The Institute shall do not other activity except education;

2. the assessee will not invest or deposit its funds (other than voluntary contribution received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;

3. this order will not apply in relation to any income being profits and gain of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;

4. the assessee will regularly file its return of income before the income-tax authority in accordance with the provisions of Income-tax Act, 1961;

5. that in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives and no part of the same will go to any of the members of the Institution;

6. the approval will not apply in relation to anonymous donations in terms of the fifteenth proviso to section 10(23C) r.w.s. 115BBC of the Act;

7. this notification will remain in force until it is withdrawn.

[No. CCIT/ITO (Tech). Ju/2011-12/1786]

DILEEP SHIVPURI, Chief Commissioner of Income Tax

जोधपुर, 19 अगस्त, 2011

सं. 5/2011-2012

का.आ. 2253.— आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10(23ग) के खण्ड (vi) के साथ पठित आयकर नियमावली, 1962 के नियम 2 ग ए द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जोधपुर एतद्वारा "ऑस्टीन एज्युकेशनल सोसायटी, रोड नं. 2 शक्ति नगर, पावटा सी रोड, जोधपुर को उक्त धारा के प्रयोजनार्थ निर्धारण वर्ष 2010-11 के आगे तक निम्नलिखित शर्तों के अधीन अनमोदित करते हैं :—

1. कर निर्धारित उसकी आय का प्रयोग अथवा उसकी आय का प्रयोग करने के लिए उसका संचयन पूर्णतः तथा अनन्यतः उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई। कर निर्धारित न्यास द्वारा एक प्रतिबद्धता (अंडरटेकिंग) की गयी है कि संस्था का कार्य केवल शिक्षा प्रसार ही होगा व इसके अलावा संस्था कोई कार्य नहीं करेगी। संस्था को यह सुनिश्चित करना है कि दी गई अंडरटेकिंग का उल्लंघन न हो।

2. कर निर्धारित उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी की अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जेवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा।

3. यह आदेश किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक ऐसा कारोबार उक्त कर निर्धारित के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों।

4. कर निर्धारित आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा।

5. विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसंपत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी और उसका कोई भी भाग संस्थान के किसी सदस्य को नहीं दिया जाएगा।

6. आयकर अधिनियम की धारा 10 (23ग) के साथ पठित 115खखग में परन्तुक 15 की शर्तों में अनाम दोनों के सम्बन्ध में यह अनुमोदन लागू नहीं होगा।

7. यह अधिसूचना तब तक जारी रहेगी जब तक इसे वापस न लिया जाए।

[सं. मु आ आ/आअ(तक.)/जोध/2011-12/1801]

दिलीप शिवपुरी, मुख्य आयकर आयुक्त

Jodhpur, the 19th August, 2011

No. 5/2011-2012

S. O. 2253.— In exercise of the powers conferred by clause (vi) of Section 10 (23C) of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962, I the Chief Commissioner of Income-tax, Jodhpur hereby approve "Austins Educational Society, Road No. 2, Shakti Nagar, Paota C Road, Jodhpur" for the purpose of the said section for the assessment year 2010-11 onwards, subject to the following conditions:—

1. the assessee will apply its income, or accumulate for application wholly and exclusively to educational purpose only. The assessee trust shall have to adhere to its undertaking that the activities of the Institute shall be confined only to educational purpose. The Institute shall do not other activity except education;

2. the assessee will not invest or deposit its funds (other than voluntary contribution received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;

3. this order will not apply in relation to any income being profits and gain of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;

4. the assessee will regularly file its return of income before the income-tax authority in accordance with the provisions of Income-tax Act, 1961;

5. that in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives and no part of the same will go to any of the members of the Institution;

6. the approval will not apply in relation to anonymous donations in terms of the fifteenth proviso to section 10(23C) r.w.s. 115BBC of the Act;

7. this notification will remain in force until it is withdrawn.

[No. CCIT/ITO (Tech). Ju/2011-12/1801]

DILEEP SHIVPURI, Chief Commissioner of Income Tax.

विदेश मंत्रालय

(सी पी वी प्रभाग)

नई दिल्ली, 11 अगस्त, 2011

का. आ. 2254.—राजनयिक और कौंसलरी ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केन्द्र सरकार एतद्द्वारा श्री टी. मुरलीधरन सहायक को 11-8-2011 से भारत के कौंसलावास, दुबई में सहायक कौंसलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी-4330/1/2006]

आर. के. पेरिन्डिया, अवर सचिव (कौंसलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 11th August, 2011

S.O. 2254.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fess) Act, 1948 (41 of 1948), the Central Government here authorise Shri T. Muralidharan, Assistant Consulate General of India, Dubai to perform the duties of Assistant Consular Officer with effect from 11th August, 2011.

[No. T-4330/1/2006]

R. K. PERINDIA, Under Secy. (Consular)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 21 जुलाई, 2011

का. आ. 2255.—केन्द्रीय सरकार, भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है अर्थात्:—

उक्त प्रथम अनुसूची में "डॉ. एन.टी.आर. स्वास्थ्य विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश" के समक्ष "मान्यताप्राप्त चिकित्सा अर्हता" [इसके बाद कालम (2) के रूप में संदर्भित] शीर्षक के अंतर्गत और "पंजीकरण के लिए संक्षेपण" [इसके बाद कालम (3) के रूप में संदर्भित] शीर्षक के अंतर्गत निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:—

2	3
बैचलर ऑफ मेडिसिन एवं	एम.बी.बी.एस.
बैचलर ऑफ सर्जरी	यह एक मान्यताप्राप्त चिकित्सा प्रदत्त होगी जब यह राजीव गांधी आयुर्विज्ञान संस्थान, कडप्पा, आंध्र प्रदेश में प्रशिक्षित विद्यार्थियों के बारे में "डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश" द्वारा मार्च, 2011 में या उसके बाद प्रदान की गई हो।)

[फा. सं. यू-12012/198/2005 एमई (पी-11)]

अनीता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 21st July, 2011

S.O. 2255.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule against "Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh" under the heading 'Recognized Medical Qualification' [in column (2)] and under the heading "Abbreviation for Registration" [in column (3)], the following shall be inserted, namely:—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh in respect of students trained at Rajiv Gandhi Institute of Medical Sciences, Kadappa, Andhra Pradesh on or after March, 2011.)

[No. U-12012-198-2005-MH (P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 21 जुलाई, 2011

का. आ. 2256.—केन्द्रीय सरकार, भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् के परामर्श करने के बाद उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त प्रथम अनुसूची में "छत्रपति साहूजी महाराज विश्वविद्यालय, कानपुर, उत्तर प्रदेश" के समक्ष "मान्यता प्राप्त चिकित्सा अर्हता" (इसके बाद कालम (2) के रूप में संदर्भित) शीर्षक के अंतर्गत और "पंजीकरण के लिए संक्षेपण" (इसके बाद कालम (3) के रूप में संदर्भित) शीर्षक के अंतर्गत निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

(2)	(3)
बैचलर ऑफ मेडिसिन एवं बैचलर ऑफ सर्जरी	एम.बी.बी.एस (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी जब यह यू.पी. ग्रामीण आयुर्विज्ञान एवं अनुसंधान संस्थान, सेफई, इटावा और उत्तर प्रदेश में प्रशिक्षित विद्यार्थियों के बारे में "छत्रपति साहूजी महाराज विश्वविद्यालय कानपुर उत्तर प्रदेश" द्वारा मार्च, 2011 में या उसके बाद प्रदान की गई हो।)

[फा. सं. यू. 12012/188/2005-एमई (पी-II)]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 21st July, 2011

S.O. 2256.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule against "Chhatrapati Shahuji Maharaj University, Kanpur, Uttar Pradesh" under the heading 'Recognized Medical Qualification' [in column (2)] and under the heading "Abbreviation for Registration" [in column (3)], the following shall be inserted, namely :—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by Chhatrapati Shahuji Maharaj University, Kanpur, Uttar Pradesh in respect of students trained at U. P. Rural Institute of Medical Sciences & Research, Saifai, Etawah, Uttar Pradesh on or after March, 2011.)

[No. U-12012/188/2005-ME (P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 21 अगस्त, 2011

का. आ. 2257.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त प्रथम अनुसूची में "गुजरात विश्वविद्यालय अहमदाबाद, गुजरात" के समक्ष शीर्षक 'मान्यता प्राप्त चिकित्सा अर्हता' [कालम (2) में] के अंतर्गत और शीर्षक "पंजीकरण के लिए संक्षेपण" [कालम (3) में] के अंतर्गत निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

(2)	(3)
बैचलर ऑफ मेडिसिन एवं बैचलर ऑफ सर्जरी	एम.बी.बी.एस (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी जब यह कंसर सल मेडिकल कॉलेज, अहमदाबाद, गुजरात में शैक्षिक वर्ष 2004-05, 2005-06 और 2006-07 के बीच दाखिल किए गए और प्रशिक्षित किए गए विद्यार्थियों के संबंध में गुजरात विश्वविद्यालय, अहमदाबाद, गुजरात द्वारा प्रदान की गई हो।)

[सं. यू. 12012/105/2003 एमई (पी-II) खण्ड]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 21st August, 2011

S.O. 2257.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :

In the said First Schedule against "Gujarat University", Ahmedabad, Gujarat under the heading 'Recognized Medical Qualification' [in column (2)] and under the heading "Abbreviation for Registration" [in column (3)], the following shall be inserted, namely :—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by Gujarat University, Ahmedabad, Gujarat in respect of students admitted between the academic year 2004-05, 2005-06 & 2006-07 and trained at Kesar Sal Medical College, Ahmedabad Gujarat.)

[No. U-12012/105/2003-ME (P-II) pt.]

ANITA TRIPATHI, Under Secy.

भारतीय डाक विभाग

(कार्यालय मुख्य डाकमास्टर जनरल छत्तीसगढ़ पोस्टमैन, रायपुर)

रायपुर, 17 अगस्त, 2011

क्र.आ. 2258.—यतः श्री मनोहर प्रधान, निराश्रित रेल डाकसेवा, रायपुर को विभागीय जाय ह सर्वेक्षण करने के लिये आ समन जारी करने की आवश्यकता है ।

जाय विभागीय जाय (साक्षी हार्जर करना और प्रलेख प्रस्तुत करना) अधिनियम, 1972 (1972 का 18) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार द्वारा भारतीय डाक विभाग के जायत श्री मनोहर प्रधान, निराश्रित रेल डाकसेवा को संबंध में उपर्युक्त अधिनियम की धारा 5 के द्वारा प्रदत्त शक्तियों का प्रयोग करने के लिये आ जायत श्री मनोहर प्रधान द्वारा अधिकृत किया जाता है ।

1 अगस्त 2011 तकता 3/5 अगस्त 2011

रायपुर, रायपुर, मुख्य डाक

DEPARTMENT OF POST

(Office of the Chief Postmaster General Chhattisgarh Circle, Raipur)

Raipur, the 17th August, 2011

क्र.आ. 2258.—Whereas the Central Government is of opinion that for the purposes of the Department of Post, Shri Manish Pradhan, IRM Raipur is necessary to summon witnesses

and, therefore, in exercise of the powers conferred by sub-section (1) of Section 5 of the Department of Post Act, 1972 (1972 Act No. 18), the Government of India, through the Department of Post, authorizes Shri M.R. Kawadkar as the inquiring authority to exercise the powers specified in Section 5 of the Department of Post Act, 1972, in relation to Shri Manish Pradhan, IRM Raipur working in the Department of Post.

1/8/2011

J. PANDE, Chief

उपभोक्ता मामले खाद्य और सार्वजनिक निवास विभाग

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 4 अगस्त, 2011

क्र.आ. 2259.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के तहत विभाग 11 के अधिनियम 1986 के अन्तर्गत अधिनियमित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वे स्वीकार्य हो गए।

अनुसूची

आवृत्त भारतीय मानक (की) का विवरण एवं और विवरण	नये भारतीय मानक द्वारा वर्तमान भारतीय मानक अथवा मानक, यदि कोई हो को संख्या और वर्ष
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(1)

(2)

आई एस 13050 (भाग 2) अनुसूची 1, 2009

आई एस 13050 (भाग 1) 2009

आई एस 60601-2-5:2005 ईलेक्ट्रिक

आई एस 60601-2-5:2005 ईलेक्ट्रिक

अनुसूची 2 सुरक्षा यंत्रिता

अनुसूची 5 अल्ट्रासोनिक फ्रीक्वेंसी

आई एस

आई एस

(1)	(2)	(3)	(4)
1	आई एस/आई एम ओ 10555-5: 1996 जीवाणु रहित, एक बार प्रयोग में आने वाली इंटरस्कालर कैथेटर्स भाग 5 ओवर-नीडल पैरीफरल कैथेटर्स		दिसम्बर, 2009
2	आई एस/आई एम ओ 4074: 2002 प्राकृतिक लैटेक्स रबर के कौंडोम अपेक्षाएं और परीक्षण पद्धतियाँ	आई एस 3701: 1985	अप्रैल, 2009

उस मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलुरु, भोपाल, भुवनेश्वर, कोयम्बर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

दिनांक : 4-8-2011

[संदर्भ : एम एस जी ओ 3.5]

राकेश कुमार, वैज्ञानिक 'एफ' एवं प्रमुख (एम एस डी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(Bureau of Indian Standards)

New Delhi, the 4th August, 2011

S.O. 2259.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule herewith, have been issued :

SCHEDULE

(1)	(2)	(3)	(4)
No. and Year of the Indian Standard.	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established	
1. IS 13450(Part2:Sec5): 2009 IEC 60601-2-5:2005 Medical Electrical Equipment Part 2 Particular Requirements for the safety Section 5 Ultrasonic Physiotherapy Equipment	IS 13020 (Part 1): 1991 and IS 13020 (Part 2): 1990	December, 2009	
2. IS-ISO 10555-5: 1996 Sterile, Single-use intravascular catheters Part 5. Over-needle peripheral catheters		December, 2009	
3. IS-ISO 4074: 2002 Natural Latex Rubber Condoms-Requirements and test methods	IS 3701: 1985	April, 2009	

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date : 4-8-2011

[Ref: MHD G-3.5]

RAKESH KUMAR, Scientist- I & Head (MFD)

नई दिल्ली, 9 अगस्त, 2011

का.आ. 2260.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 12818: 2010 बोर-नलकूपों के लिए अनम्यकृत पी वी सी जाली और आवरण पाइप - विशिष्ट (दूसरा पुनरीक्षण)	आई एस 12818:1992	4 अगस्त, 2011

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 9-8-2011

[संदर्भ : सीईडी / राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 9th August, 2011

S.O. 2260.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 12818: 2010 Unplasticized Polyvinyl Chloride (PVC-U) Screen and Casing Pipes for Bore/Tubewells - Specification (Second Revision)	IS 12818: 1992	4 August, 2011

Copy of the standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

Date : 9-8-2011

[Ref: CED Gazette]

A. K. SAINI, Sec. 'F' & Head (Civil Engg.)

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2261.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृति करने की तिथि/वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा.मा.सं./ भाग/खण्ड/ वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3720958	27-4-2011	मै. जालन वायर प्रा.लि. प्लॉट सं. 31, 32, 33, 36, और 37, भारत इण्डस्ट्रीयल इस्टेट, भीमपोर, नानी दमन, दमन एवं दीव-396210	वाईडिंग वायर -भाग 3, पॉलिस्टर इनेमिलित गोल तांबा तार, वर्ग-155, श्रेणी 2, आकार 0.120 मिमी से 1.016 मिमी	भा.मा. 13730 भाग 3: 1996
2.	3723459	29-4-2011	मै. टोनी केबल्स यूनिट संख्या 5, 6 वीं कं इण्डस्ट्रीयल इस्टेट, बिलपाडा, वालीव, वसई-पूर्व, थाने-401208	पी वी सी रोधित (भारी ड्यूटी) विद्युत केबल : भाग 1, 100 वोल्ट कार्यकारी वोल्टता तक व सहित के लिए	भा.मा. 1554 (भाग 1) 1988
3.	3724966	2-5-2011	मै. भारत पेट्रोलियम कॉरपोरेशन लि. भारत भवन, 4, 6- करीमभाय रोड, बैलार्ड इस्टेट, पी.बी.नं 688 मुंबई-400001	नये विद्युत रोधन तेल	भा.मा. 335:1993
4.	3723055	2-5-2011	मै. श्रीजी वायर इण्डस्ट्रीज, प्लॉट संख्या 1399, गट सं. 160, एन. एच. 3 मुंबई आगरा रोड, नरदाना, जिला धुले, महाराष्ट्र-425404	जस्तीकृत इस्पात के कोर के लिए इस्पात तार शिरोपरी प्रेषण प्रयोजनों के लिए प्रबलित एल्यूमिनियम चालक	भा.मा. 398: भाग 2: 1996
5.	3723156	2-5-2011	मै. श्रीजी वायर इण्डस्ट्रीज, प्लॉट संख्या 1399, गट सं. 160, एन. एच. 3 मुंबई आगरा रोड, नरदाना, जिला धुले, महाराष्ट्र-425404	जस्तीकृत इस्पात के कोर के लिए इस्पात तार अतिरिक्त उच्च वोल्टता (400 केवी और अधिक) के लिए प्रबलित एल्यूमिनियम चालक	भा.मा. 398: भाग 5: 1992
6.	3723762	3-5-2011	मै. आर्यन इलेक्ट्रीकल डिजायनर्स, 195/1562 मोतीलाल नगर-1, गोरेगांव, पश्चिम, मुंबई-400 104	घरेलू और समान प्रयोजनों के लिए स्विचें	भा.मा. 3854: 1997
7.	3723863	3-5-2011	मै. आर्यन इलेक्ट्रीकल डिजायनर्स, 195/1562 मोतीलाल नगर-1, गोरेगांव, पश्चिम, मुंबई-400 104	250 वोल्टता और 16 एम्पीयर तक रेटित धारा के प्लग्स और सॉकेट-	भा.मा. 1293: 2005
8.	3724158	4-5-2011	मै. पदमावती होम अप्लायंसेम, ए/8, दोषी उद्योग नगर, बी.पी.रोड, हम विडियों, उडपी होटल लेन, भाईदर - पूर्व, मुंबई-400 105	बिजली के घरेलू खाद्य मिक्सर (द्रवीपरक और ग्राइन्डर)	भा.मा. 4250: 1980

(1)	(2)	(3)	(4)	(5)	(6)
9.	3725160	5-5-2011	सुपर कॅबल्स इंडस्ट्रीज, गाला नं 15, शंकर मंदिर, गांधी नगर, चारकोप, काँदिवली-प. मुंबई-40067	पी वी सी रोहित (भारी ड्यूटी) विद्युत कॅबल : भाग 1, 100 वोल्ट कार्यकारी वोल्टता तक व सहित के लिए	भा.मा. 1554 (भाग 1) 1988
10.	3725261	5-5-2011	मै. किरन इन्टरप्राइजेज, 122, सरिता बिल्डिंग, प्रभात कॉम्प्लेक्स, टॉल नाका के नजदीक, दहिसर - पूर्व, मुंबई- 400068	घरेलू और समान प्रयोजनों के लिए स्विचें	भा.मा. 3854: 1997
11.	3725766	6-5-2011	मै. शकुन पोलिमर्स लि., प्लॉट नं 4, मिलव्हर इण्डस्ट्रीयल इस्टेट, भिमपोरे, पतालीया रोड, दमन, दमन एवं दीव -396210	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी रोहित कॅबल	भा.मा. 694: 1990
12.	3727366	13-5-2011	गंधार ऑयल रिफायनरी इंडिया लिमिटेड, यूनिट सं. 2, प्लॉट सं. 2, सर्वे सं. 678/1/3, 677/1/1, विलेज नरोली, चेक पोस्ट के नजदीक, सिलवासा-396230	नये विद्युत रोधन तेल	भा.मा. 335: 1993
13.	3729673	27-5-2011	लिडर इलेक्ट्रीकल प्रा.लि., सर्वे नं 725/1, 2 713/1, 2, 3, साईधाम इण्डस्ट्रीयल कॉम्प्लेक्स, सोमनाथ रोड, दाभेल, दमन -396 210	250 वोल्टता और 16 एम्पीयर तक रॉटिंग धारा के प्लग्स और सॉकेट	भा.मा. 1293: 2005
14.	3731963	3-6-2011	कॉम्पटॉन लाईटिंग कंपनी, डी 45, प्लॉट 427ए चारकोप परिवर्तन आपरेटिव हाउसिंग सोसाईटी लि., आरएसी सेक्टर 4, चारकोप, काँदिवली पश्चिम, मुंबई-400067	घरेलू और समान प्रयोजनों के लिए स्विचें	भा.मा. 3854: 1997
15.	3733260	3-6-2011	गैस इंडस्ट्रीज, ए/33/एफ, मलाड इण्डस्ट्रीयल इस्टेट, रामचंद्र लेन (विस्तारित) काचपाडा, मलाड, पश्चिम, मुंबई-400064	घरेलू और समान प्रयोजनों के लिए स्विचें	भा.मा. 3854: 1997
16.	3737975	24-6-2011	लीडर इलेक्ट्रीकल प्रा.लि., सर्वे नं 725/1, 2 713/1, 2, 3, साईधाम इण्डस्ट्रीयल कॉम्प्लेक्स, सोमनाथ रोड, दाभेल, दमन -396 210	घरेलू और समान प्रयोजनों के लिए स्विचें	भा.मा. 3854: 1997

(1)	(2)	(3)	(4)	(5)	(6)
17.	3742867	24-6-2011	मै. अल्फा इरेक्टर्स प्रा.लि., सर्वे सं. 143/डी, ऑफ दाभेल इण्डस्ट्रीयल सोसायटी, विलेज:दाभेल केन्द्र शासित, नानी दमन, दमन एवं दीव -396210	घरेलू और समान प्रयोजनों के लिए स्विचें	भा.मा. 3854:1997
18.	3742968	29-6-2011	मै. अल्फा इरेक्टर्स प्रा.लि., सर्वे सं. 143/डी, ऑफ दाभेल इण्डस्ट्रीयल सोसायटी, विलेज:दाभेल केन्द्र शासित, नानी दमन, दमन एवं दीव -396210	250 वोल्टता और 16 एम्पीयर्स तक रेटित धारा के प्लग्स और सॉकेट-	भा.मा. 1293:2005

[सं. के. प्र. वि. 13:11]

देवदत्त, वैज्ञानिक 'एफ' एवं प्रमुख (एम डी एम III)

New Delhi, the 12th August, 2011

S.O. 2261.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address (Factory) of the Party	Product	IS No. Part/ Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3720958	27-4-2011	Jalan Wires Pvt. Ltd. Plot No. 31, 32, 33, 36, and 37, Bharat Indl. Estate, Bhimpore, Nani Daman, Daman & Diu-396210	Particular types of winding wires-part 3: polyester enamelled round copper wire, class 155	IS 13730 Part 3 : 1996
2.	3723459	29-4-2011	Tony Cables Units No. 5, 6, V. K. Industrial Estate, Bilalpada, Valiv Thane, Vasai -E Maharashtra-401208	Pvc insulated (heavy duty) electric cables : part 1 for working voltages upto and including 1100v	IS 1554 Part 1 : 1988
3.	3724966	2-5-2011	Bharat Petroleum Corporation Ltd. Bharat Bhavan, 4, 6,-Currimbhoy Road, Ballard Estate, P. B. No. 688 Mumbai-400001	New insulating oils	IS 335 : 1993
4.	3723055	2-5-2011	Shreeji Wire industries, Plot No. 1399, Gut No. 160 N.H.3, Mumbai Agra Road, Nardana, Dist Dhule, Maharashtra-425404	Aluminium conductors for overhead transmission purposes: Part 2 aluminium conductors, galvanized steel reinforced	IS 398 : Part 2 : 1996
5.	3723156	2-5-2011	Shreeji Wire Industries, Plot No. 1399, Gut No. 160 N.H.3, Mumbai -Agra Road, Nardana, Dist Dhule Maharashtra-425404	Aluminium conductors for overhead transmission purposes: Part 5 aluminium conductors- galvanized steel reinforced for extra high voltage (400 kv and above)	IS 398 : Part 2 : 1993

(1)	(2)	(3)	(4)	(5)	(6)
6.	3723762	3-5-2011	Aryan Electrical Designers 516, Moorya Landmark- I, Behind Shreenath Hyundai, off New Link Road, Andheri (W) Mumbai-400053	Switches for domestic and similar purposes	IS 3854 : 1997
7.	3723863	3-5-2011	Aryan Electrical Designers 516, Moorya Landmark- I, Behind Shreenath Hyundai, off New Link Road, Andheri (W) Mumbai-400053	Plugs and socket outlets of 250 volts and rated current up to 16 amperes	IS 1293 : 2005
8.	3724158	4-5-2011	Padmavati Home Appliances 1/8 Doshi Udyog Nagar, B.P. Road, Opp. Hum Vidco, Udapi Hotel Lane, Thane, Bhayandar-E Maharashtra-401105	Domestic electric food- mixers (liquidizes and grinders)	IS 4250 : 1980
9.	3725160	5-5-2011	Super Cable Industries Gala No. 15, Shankar Mandir, Gandhi Nagar, Charkop, Kandivli -W Mumbai-400067	PVC insulated (heavy duty) electric cables part I for working voltages upto and including 1100v	IS 1554 Part I 1988
10.	3725261	5-5-2011	Kiran Enterprises 122, Sarita Building, Prabhat Complex, Near Tollnaka Dahisar East Mumbai-400068	Switches for domestic and similar purposes	IS 3854 : 1997
11.	3725766	6-5-2011	Shakun Polymers Limited Plot No. 4, Silver Indl. Estate, Bhimpore, Pataliya Road, Damann, Daman & Diu-396210	PVC insulated cables for working voltages upto and including 1100v	IS 694 : 1990
12.	3727366	13-5-2011	Gandhar Oil Refinery India Ltd. Plot No. 2, Survey No.678/1/3, Village Naroli, Near Check Post, Dadra and Nagar Haveli, Silvassa-396230		IS 335 : 1993
13.	3729673	27-5-2011	Leader Electricals Pvt. Ltd. Survey No. 725/1,2,713/1,2,3, Saidham Industrial Complex, Somnath Rd, Dabhel, Daman-396210	Plugs and socket outlets of 250 volts and rated current upto 16 amperes	IS 1293 : 2005
14.	3731963	3-6-2011	Kompton Lighting Company, D-45, Plot No. 427, Charkop, Parivartan Co-op Housing Society Ltd, RSC Sector 4, Chakop, Kandivli, Mumbai-400067	Switches for domestic and similar purposes	IS 3854 : 1997
15.	3733260	3-6-2011	Guess Industries. A/33/F, Malad Industrial Estate, Ramchandra Lane (Ext) Kachpada, Malad (W) Mumbai-400064	Switches for domestic and similar purposes	IS 3854 : 1997

(1)	(2)	(3)	(4)	(5)	(6)
16.	3737975	24-6-2011	Leader Electricals Pvt. Ltd. Survey No. 725/1, 2, 713/1, 2, 3, Saidham Industrial Complex, Somnath Rd, Dabhel, Daman-396210	Switches for domestic and similar purposes	IS 3854 : 1997
17.	3742867	24-6-2011	M/s. Alfa Erectors Pvt. Ltd. Survey No. 143/D, off. Dabhel Industrial Society, Village Dabhel, 396 210 (UT) Daman, Nani Daman	Switches for domestic and similar purposes	IS 3854 : 1997
18.	3742968	29-6-2011	M/s. Alfa Erectors Pvt. Ltd. Survey No. 143/D, off. Dabhel Industrial Society Ltd, Village Dabhel, (UT) Nani Daman Daman & Diu-396210	Plugs and socket outlets of 250 volts and rated current upto 16 amperes	IS 1293 : 2005

[No.CMD 13:11]

DEV DUTT, Scientist- 'F' & Head (MDM-III)

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2262.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंसधारी के अंतर्गत वस्तु/प्रकम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	1976579	मार्डन प्रोडक्ट्स, पोस्ट बाक्स नं 9075, केसकाका कंपाउंड, आई बी पटेल रोड, गोरेगांव पूर्व, मुंबई 400 063	भा मा 1293 : 2005 250 वोल्टता और रेटित धारित 16 एम्पीअर्स तक के प्लग और सॉकेट आउटलेट्स	20-6-2011
2.	7217666	प्रिस्म इण्डस्ट्रीज, बिल्डिंग नं. बी., प्लॉट 770, महारानी उद्योग इस्टेट के पीछे, सोमनाथ रोड, दमण 396210	भा मा 1258 : 2005 बेयोनेट लैम्प होल्डर्स	23-6-2011
3.	7496696	हिमांशु इण्डस्ट्रीज, गाला नं 34, भंगार लेन, साईनाथ वाडी, तिलक नगर, साकीनाका, मुंबई 400 072	भा मा 4250 : 1980 बिजली के घरेलू खाद्य मिक्सर और (द्रवीपरक और ग्राइन्डर)	13-5-2011
4.	7524776	अँन्को मोटर्स, 45/46, श्री शक्ती उद्योग नगर, पालघर मनोर रोड, पालघर -401404, थाने	भा मा 996 : 1979 single-phase small ac and universal electric motors	21-6-2011

(1)	(2)	(3)	(4)	(5)
5.	7880802	टेक्नोफ्लेक्स केबल्स, इ/1, सिंगते कंपाउंड, कोकनीपाडा, दहिसर (पूर्व), मुंबई-400068	भा मा 1554(भाग 1): 1988 पीवीसी रोधित (भारी ड्यूटी) विद्युत केबल: भाग 1: 1100 वोल्ट कार्यकारी वोल्टता तक व सहित के लिए	6-6-2011
6.	7888414	भारत इलेक्ट्रिक इण्डस्ट्रीज, गाला नं 1, चला नं 82बी, शीट नं 34, बोके नं 1168 के पीछे, एसईसी हाई स्कूल के पास, पवई चौक के पीछे, उल्हासनगर	भा मा 1534 भाग 1: 1977 फ्लोरोसेंट लैम्पों हेतु बैलस्ट भाग 1 स्विच स्टार्ट सर्किट हेतु	11-5-2011

[म. क. प्र. वि. 1/1/11]

देवदन, वैज्ञानिक 'एफ' एवं प्रमुख (एम डी एम III)

New Delhi, the 12th August, 2011

S.O. 2262.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No.	Name and address of the licensee	Article process with relevant Indian Standard covered by the Licence	Date of cancellation
(1)	(2)	(3)	(4)	(5)
1.	1976579	Modern Products, Post Box No.9075, Keshav Kaka Compound, I. B. Patel Road, Goregaon(E), Mumbai-400063	IS 1293 : 2005 Plugs and socket outlets of 250 volts and rated current up to 16 amperes	20-6-2011
2.	7217666	Prism Industries, Bldg. No. B. Plot 770, B/H Maharani Udyog Estate, Somnath Road, Daman-396210	IS 1258 : 1987 Bayonet lamp holders	23-6-2011
3.	7496696	Himansu Industries, Gala No. 34, Bhanagar Lane, Sainath Wadi, Tilak Nagar, Sakinaka, Mumbai-400072	IS 4250 : 1980 Domestic electric food mixers (liquidizer & grinder)	13-5-2011
4.	7524776	Anco Motors, 45/46, Shree Shakti Udyog Nagar, Palghar Manor Rd, Palghar-401404, Thane.	IS 996 : 1979 Single-phase small ac and universal electric motors	21-6-2011
5.	7880802	Techno Flex Cables, E/1 Shingte Compound, Kokani Pada, Dahisar-E, Mumbai-400068	IS 1554 : Part 1:1988 PVC insulated (heavy duty) electric cables : Part I for working voltages up to and including 1100V	6-6-2011
6.	7888414	Bharat Electric Industries, Gala No.1, Chalta No. 82-B, Sheet No. 34, Opp. Bk No. 1168, Near SEC High School, Behind Powai Chowk, Ulhasnagar	IS 1534 : Part 1:1977 Ballasts for fluorescent lamps Part 1 for switch start circuits	11-5-2011

[No. CMI/13/13]

DEV DUTTA, Scientist 'F' & Head (MDM-III)

नई दिल्ली, 16 अगस्त, 2011

का.आ. 2263.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 6 के उप-नियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गए उत्पादों की मुहरांकन शुल्क अधिसूचित करता है:-

अनुसूची

भारतीय मानक संख्या	भाग	अनुभाग	वर्ष	उत्पाद	इकाई	न्यूनतम मुहरांकन शुल्क बड़े पैमाने पर	छोटे पैमाने पर	इकाई दर/सभी इकाईयां	इकाई स्लेब 1 में इकाईयां	इकाई स्लेब 2 में इकाईयां	इकाई दर स्लेब 2 में	इकाई दर शेष तिथि	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
15660	-	-	2006	भरण योग्य परिवहनी योग्य जोड़ रहित ऐल्युमिनियम मिश्र धातु के गैस सिलिंडर	इकाई एक सिलिंडर	67000	56000	10.40 प्रति इकाई	-	-	-	-	18-11-10
14561	-	-	2007	अग्नि प्रतिरोधी (उष्मारोधी) फाइलिंग कैबिनेट	इकाई एक फाइलिंग कैबिनेट	79000	67000	38.00 प्रति इकाई	-	-	-	-	18-11-10
14512	-	-	1998	तिजोरीयुक्त सुरक्षा जमा लॉकर	इकाई एक सैफ कम-सैफ डीपोजिट लॉकर	79000	67000	300.00 प्रति इकाई	-	-	-	-	18-11-10
4508	-	-	1992	खुले मुंह वाले स्लग रिच (पाने)	इकाई एक पीस	32000	27000	0.50 प्रति इकाई	-	-	-	-	18-03-11
4509	-	-	1992	स्लग करने वाले छल्ला रिच (पाने)	इकाई एक पीस	32000	27000	0.50 प्रति इकाई	-	-	-	-	18-03-11
6908	-	-	1991	जलमल तथा निकास कार्यों के लिए एम्बेस्त्वॉस पाइपों और फिटिंगों की विशिष्ट	इकाई एक MT	29000	25000	16.00 प्रति इकाई	-	-	-	-	10-02-11

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
15476	-	-	2004	बांस की चटाई की नालीदार चादरें	एक Sq मीटर	8000	66000	1.50 प्रति इकाई	-	-	-	-	10-02-11
15622	-	-	2006	फ्रेड सिमिक टाइलें	10 Sq मीटर	101000	86000	3.80 per unit for first 27000 units	1.90 per unit for Second 27000 units	0.95 per unit for remaining units	-	-	18-11-10

[सं. के. मु. वि./13:10]

सी. के. महेश्वरी, वैज्ञानिक जी एण्ड चीफ (प्रमाणन)

New Delhi, the 16th August, 2011

S. O. 2263.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the Marking fee for the products given in the schedule :—

SCHEDULE

IS No.	Part	Sec	Year	Product	Units	Minimum Marking Fee (Rs.)		Unit Rate/All units	Units in Slab-1	Unit Rate Slab-2	Units in Slab-2	Remain- ing	Effective Date
						Large Scale	Small Scale						
15660			2006	Refillable Transportable Seamless Aluminum Alloy Gas Cylinders	One Cylinder	67,000	56,000	10.40 per unit	-	-	-	-	18-11-2010
14561			2007	Fire Resisting (Insulating) Filing Cabinets	One filing Cabinet	79,000	67,000	38.00 per unit	-	-	-	-	18-11-2010
14512			1998	Safe cum Safe Deposit Lockers.	One safe-cum safe deposit locker	79,000	67,000	300.00 per unit	-	-	-	-	18-11-2010

क्र.सं.	वर्ष	विवरण	प्रमाण	प्रति	कुल	प्रति	कुल	प्रमाण	विवरण	वर्ष
4808	1992	Open End Slugging Wrenches (Spanners)	One Piece	12,000	12,000	0.70	8,400	18-03-2011		
4809	1992	Ring Slugging Wrenches (Spanners)	One Piece	32,000	32,000	0.50	16,000	18-03-2011		
6008	1991	Asbestos Cement Pipes and Fittings for Sewerage and Drainage	One MT	29,000	29,000	16.00	464,000	10-02-2011		
15476	2004	Bamboo Mat Corrugated Sheets	One Sq.m	73,000	73,000	1.50	109,500	10-02-2011		
15622	2006	Pressed Ceramic Tiles	10 Sq.m	1,01,000	1,01,000	3.80/unit for first 27,000 units	3,85,200	18-11-2010		
						0.95/unit for remaining units	27,000 units			

[No. CMD/13:10]
C. K. M. ESHWARI, Scientist-G & Chief (Certification)

नई दिल्ली, 16 अगस्त, 2011

का.आ. 2264.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण से का.आ. मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं।

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	'SP 21: 2065 भवन निर्माण सामग्रियों से संबंधित भारतीय मानकों का सार'	—	30 नवम्बर 2005

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, अथवा भारतीय मानक नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, बरेilly, बिलासपुर, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

तिथि : 16.8.2011

॥ सुदृगं ॥ मूर्धन्यं ॥ त्रयम् ॥

ए. के. मैत्री, वैज्ञानिक 'एफ' व प्रमुख (मिनिस्सोटा विश्वविद्यालय)

New Delhi, the 16th August, 2011

S.O. 2264.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1963, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. and Year of the Indian Standards Established and Title	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1	'SP 24-2005 Summaries of Indian Standards for Building Materials'		30 November, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Patna, Pune and Thiruvananthapuram.

[Ref: C1] (c) zelle]

A. K. SAINI, S. C. GUPTA & H. D. GUPTA

कोयला मंत्रालय

नई दिल्ली, 18 अगस्त, 2011

का.आ. 2265. केन्द्रीय सरकार को यह प्रतीत होता है, कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है :

अतः अब इस असूचना के अंतर्गत आने वाले रेखांक संख्या सी 1(ई)/III/जेजेएनआर 855-0311, तारीख 10 मार्च, 2011, उक्त अनुसूची में वर्णित भूमि का क्षेत्र का अन्तर्विष्ट किया गया है, निरोक्षण, वेस्टन कोलफील्ड्स लिमिटेड, (राजस्व विभाग), कोल इस्टेट, मिथिलवाडीस, नागपुर - 440001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (एक्सप्लोरेशन प्रभाग), केन्द्रीय खान योजना एवं डिजाइन संस्थान, गोडवाना पेलस, कांके रोड, रांची - 834001 के कार्यालय में या कोयला नियंत्रक, 1, कांउंसिल हाउस स्ट्रीट, कोलकाता - 700001 के कार्यालय में या जिला कलेक्टर यवतमाल (महाराष्ट्र) के कार्यालय में किया जा सकता है :

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसमें इसका परिशोधन उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा पदत शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

उक्त अनुसूची में वर्णित भूमि में हितवद् कोई व्यक्ति

(i) संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आशय, या

(ii) भूमि या ऐसी भूमि पर कोई अधिकार के प्रतिकर के हित के यदि कोई दावा, या

(iii) खनन पट्टा अर्जन करने के अधीन अधिकारी को पूर्वोक्षण अनुज्ञापित प्रभावहीन हो जाने और भूमि संबंधी सभी भूकष, चार्टों तथा अन्य दस्तावेजों का परिदान, अयस्क्यों या अन्य खनिजों के नमूनों का संग्रहण और उनका सम्यक् विश्लेषण करने के लिए तथा उक्त अधिनियम की धारा 13 की उपधारा (1) में निर्दिष्ट कोई अन्य कालावधि अभिलेखों या सामग्रियों की तैयारी के लिए प्रतिकर।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर, मुख्य महाप्रबंधक, वेस्टन कोलफील्ड्स लिमिटेड, वणी नाथ क्षेत्र, पोस्ट वणी, तहसील वणी, जिला - यवतमाल (महाराष्ट्र) या महाप्रबंधक, वेस्टन कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, कोल इस्टेट, मिथिलवाडीस, नागपुर - 440001 (महाराष्ट्र) को भेजेंगा :

अनुसूची

बोर्ड एवं बोर्ड विस्तारित खण्ड

वणी उत्तर क्षेत्र

जिला-यवतमाल (महाराष्ट्र)

(रेखांक संख्या सी 1(ई)/III/जेजेएनआर 855-0311, तारीख 10 मार्च, 2011)

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील का नाम	जिला का नाम	क्षेत्रफल हेक्टर में	टिप्पणियां
1	2	3	4	5	6	7
1.	डोली	46	मारेगांव	यवतमाल	125.00	भाग
2.	नवरगांव	47	मारेगांव	यवतमाल	380.00	भाग
3.	सगनापुर	54	मारेगांव	यवतमाल	220.00	भाग
4.	हिबरी	47	मारेगांव	यवतमाल	425.00	भूख
5.	वेंगांव	45	मारेगांव	यवतमाल	100.00	भाग
6.	केंगांव	55	मारेगांव	यवतमाल	170.00	भाग
7.	अर्जुनी	54	मारेगांव	यवतमाल	615.00	भाग
8.	रायपुर	54	मारेगांव	यवतमाल	15.00	भाग
9.	गोधनी	55	मारेगांव	यवतमाल	390.00	भाग
10.	सुर्ला	61	झरी	यवतमाल	260.00	भाग

THE OPENING BLOCK

1. 24000—245000 (MALLARASITRA)

Sl. No.	Location	Name of Land	Name of District	Area in hectares	Remarks
1	1	Madhupur	Yamunad	125.00	Part
2	2	Madhupur	Yamunad	29.00	Part
3	3	Madhupur	Yamunad	22.00	Part
4	4	Madhupur	Yamunad	425.00	Full
5	5	Madhupur	Yamunad	100.00	Part
6	6	Madhupur	Yamunad	130.00	Part
7	7	Madhupur	Yamunad	618.00	Part
8	8	Madhupur	Yamunad	15.00	Part
9	9	Madhupur	Yamunad	290.00	Part
10	10	Madhupur	Yamunad	260.00	Part
11	11	Madhupur	Yamunad	423.00	Part
12	12	Madhupur	Yamunad	138.00	Part
13	13	Madhupur	Yamunad	37.00	Part

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

• *Forest of the Gods* (1990) by Jayne and Jaylen Sur and Arturo Vazquez and Sagnapur and meets at Point 'D' in Lake Baring.

and the \mathbb{R}^n valued functions $\mathbf{f}_1, \mathbf{f}_2, \mathbf{f}_3$ at given times t along Path A in village Dertf

8. C. BLANES, D. GAZDAR

2004年10月10日

[illegible][illegible]

अन्य आर्य वाक्यांशों का अर्थ है कि वे (अन्य आर्य) अपने स्वयं के (अन्य) आर्यों के समान हैं। इस प्रकार, वे अपने स्वयं के (अन्य) आर्यों के समान हैं। इस प्रकार, वे अपने स्वयं के (अन्य) आर्यों के समान हैं।

उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति—

- (i) संपूर्ण भूमि या उसके किसी भाग के अर्जन या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के प्रति आक्षेप कर सकेगा; या
- (ii) भूमि में के किसी हित के प्रतिकर या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का दावा कर सकेगा; या
- (iii) प्रभावहीन हो गई पूर्वोक्त अनुज्ञप्तियों, खनन पट्टों के अधीन अर्जित किये जाने पर अधिकारों के लिए प्रतिकर प्राप्त कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट भूमि के कोरों से संग्रहण या अन्य खनिज नमूनों तथा उनके सम्यक् विश्लेषण को तथा किसी अन्य सुसंगत अभिलेख या सामग्रियों की निर्मित से संबंधित सभी मानचित्र चार्ट और अन्य दस्तावेज परिदत्त कर सकेगा।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेगे।

अनुसूची

कपिलधारा भूमिगत खदान

हसदेव क्षेत्र

जिला-अनूपपुर (मध्य प्रदेश)

(रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम (पीएलजी)/लैंड/402 तारीख 28 फरवरी, 2011)

तहसील-कोतमा

जिला-अनूपपुर

क्रम सं.	ग्राम का नाम	जनरल नम्बर	पटवारी हल्का नम्बर	क्षेत्रफल (हेक्टर में)	टिप्पणी
1	2	3	4	5	6
1.	परसापानी	586	20	16.370	भाग
2.	दलदल	428	20	75.308	भाग
				कुल क्षेत्र : 91.678 हेक्टर (लगभग)	
				या 226.54 एकड़ (लगभग)	

सीमा वर्णन :

- क-ख : रेखा ग्राम परसापानी में बिन्दु 'क' से आरंभ होती है और ग्राम परसापानी के पश्चिमी भाग से गुजरती हुई ग्राम दलदल में प्रवेश करती है और ग्राम दलदल से होती हुई बिन्दु 'ख' पर मिलती है।
- ख-ग : रेखा ग्राम दलदल के उत्तरी भाग से होती हुई ग्राम के पूर्वी सीमा के समीप बिन्दु 'ग' पर मिलती है।
- ग-घ : रेखा ग्राम दलदल के पूर्वी भाग से होती हुई ग्राम दलदल-परसापानी के सम्मिलित सीमा 'घ' पर मिलती है।
- घ-क : रेखा ग्राम परसापानी के पश्चिमी सीमा से होती हुई आरंभिक बिन्दु 'क' पर मिलती है।

[फा.सं. 43015/6/2011-पी.आर.आई.दस्तावेज सं. 11]

एम. सी. भारद्वाज, सचिव

New Delhi, the 24th August, 2011

S. O. 2266.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the localities mentioned in the Schedule annexed hereto;

And Whereas, the plan bearing number SECL/BSP/CGM (PLG) Land 402, dated the 28th February 2011 containing details of the area of land described in the said Schedule may be inspected at the office of the Collector, Anuppur (Madhya Pradesh) or at the office of the Coal Controller, 1 Council House Street, Kolkata-700001 or at the office of the Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh);

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from lands described in the said schedule ;

Any persons interested in the land described in the said Schedules may -

- (i) Object to the acquisition of the whole or any part of the land, or of any rights in or over such land, or
- (ii) claim an interest in compensation if the land or any rights in or over such land, or
- (iii) seek compensation for prospecting licences ceasing to have effect, rights under mining leases being acquired, and deliver all maps, charts and other documents relating to the land, collection from the land of cores or other mineral samples and due analysis thereof and the preparation of any other relevant record or materials referred to in sub-section (7) of Section 13 of the said Act.

to the Office-In-Charge or Head of the Department ((Revenue) South Eastern Coalfields Limited , Seepat Road, Bilaspur-495006 (Chhattisgarh) ; within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

KAPILDHARA UNDERGROUND MINE

HASDEO AREA

DISTRICT—ANUPPUR (MADHYA PRADESH)

[Plan bearing number: SECL/BSP/CGM (PLG)/Land/402, dated the 28th February, , 2011]

TAHSIL-KOTMA

DISTRICT-ANUPPUR

Sl. No.	Name of Village	General Number	Patwari District	Area in hectares	Remarks
1	2	3	4	5	6
1.	Parsapani	586	20	16.370	Part
2.	Daldal	428	20	2075.308	Part

**TOTAL : 91.678 Hectares (approximately)
or 226.54 acres (approximately)**

BOUNDARY DESCRIPTION:

- A-B Line start from Point 'A' in village Parsapani and passes through western part of village Parsapani then enter and passes through village Daldal and meets at Point 'B'.
- BC Line passes through northern part of village Daldal and meets at Point 'C' near eastern boundary of village Daldal
- CD Line passes through eastern part of village Daldal and meets at Point 'D' on the common boundary of villages Daldal Parsapani
- DA Line passes through western part of village Parsapani and meets at starting Point 'A'.

[E.No.43015 6 2011-PRIW-1]

S. C. BHATIA, Director

नई दिल्ली, 26 अगस्त, 2011

का.आ 2267. केंद्रीय सरकार को यह प्रतीत होता है, कि इसमें उपाबद्ध अनुसूची में उल्लेखित परिक्षेत्र की भूमि में केंद्रित अभिप्राप्त किए जाने की संभावना है :

आर. इक्त अनुसूची में वर्णित भूमि के क्षेत्र के अंतर्गत आने वाले क्षेत्र के ब्यापक संख्या एनटीपीसी/सीएम/एसईसी IV भाग 109 (अंश 23 अक्टूबर, 2010 का निरीक्षण महाप्रबंधक, पकरी बरवाडीह काल मार्डनिंग प्राजक्ट, उज्जवल काम्प्लेक्स, पामिल, डाकघर हजारीबाग जिला हजारीबाग, आरखड 82530), के कार्यालय में या मुख्य महाप्रबंधक (खाज प्रभाग), सेन्ट्रल माईन प्लानिंग एंड डिजाईन इन्फ्रस्ट्रक्चर

अब, केन्द्रीय सरकार शीघ्रता के साथ और विचार के साथ इस विषय पर कार्य करना कहा गया है) की धारा 4 की उपधारा (2) द्वारा प्रस्तावित विधायक संसद को अपने आशय की राय देना है।

न. 14 और उक्त अधिनियम की धारा 15 के उपधारा (7) में विहित प्रक्रिया के अधीन विवेचन के तहत किसी अन्य सुविधा अभिलेख या सार्वजनिक सूची में दर्ज नहीं होगा।

(STN - 1)

क्रम सं.	मौजा/ग्राम	थाना	थाना संख्या	जिला पंचायत
1	2	3	4	5
1.	कंडावेर	कोरेडारी	33	हजारा
2.	बरियातु	कोरेडारी	42	हजारा
3.	जबरा	कोरेडारी	43	हजारा
4.	यसरिया	कोरेडारी	44	हजारा
5.	नवाडीह	कोरेडारी	45	हजारा
6.	सिरमा	कोरेडारी	46	हजारा
7.	बेलतु	कोरेडारी	32	हजारा

भूमि अनुसूची :

(भाग - बी)

क्रम सं.	मौजा/ग्राम	थाना	थाना संख्यांक	जिला का नाम	क्षेत्र (हेक्टर में) लगभग	क्षेत्र (एकड़ में) लगभग
1	2	3	4	5	6	7
1.	पकरी बखाडीह	बडकागाँव	56	हजारीबाग	219.11	541.42
कुल योग क्षेत्र (भाग: ए + बी)					770.57	1904.07

सीमा वर्णन :

भाग - ए

रेखा ए1-ए2-ए3-ए4-ए5:- यह रेखा कोल ब्लाक के उत्तर-पश्चिम कोने से ग्राम कन्दाबेर में स्थित बिन्दु ए1 (प्लॉट संख्या 454) से प्रारंभ होकर, पूर्व दिशा में बढ़ती हुई उक्त गाँव के प्लॉट संख्या 454, 455, 452, 451, 450, 467, 472, 255, 196, 197 और 200 से गुजरती है। तत्पश्चात्, यह रेखा उसी दिशा में आगे बढ़ती है और ग्राम नवाडीह के प्लॉट संख्या 422 से गुजरते हुए, उक्त ग्राम के ही बिन्दु ए5 (प्लॉट संख्या 505) पर समाप्त होती है।

रेखा ए5-ए6:- यह रेखा ग्राम नवाडीह में स्थित बिन्दु ए5 (प्लॉट संख्या 505) से प्रारंभ होकर, उत्तर दिशा की ओर में बढ़ते हुए उक्त ग्राम के ही बिन्दु ए6 पर समाप्त होती है।

रेखा ए6-ए7-ए8-ए9:- यह रेखा ग्राम नवाडीह में स्थित बिन्दु ए6 (प्लॉट संख्या 505) से प्रारंभ होकर, पूर्व दिशा में बढ़ती हुई उक्त गाँव के प्लॉट संख्या 473, 482, 481, 489, 473 483, 485, 486, 487, 488, 490, 491, 492 और 501 से गुजरती है। तत्पश्चात्, यह रेखा पूर्व दिशा में आगे बढ़ती है और ग्राम बसरिया के प्लॉट संख्या 13, 23, 12, और 24 से गुजरते हुए, उक्त ग्राम के प्लॉट संख्या 25 के बिन्दु ए9 पर समाप्त होती है।

रेखा ए9 -ए10:- यह रेखा ग्राम बसरिया के प्लॉट संख्या 25 के बिन्दु ए9 से प्रारंभ होकर, उत्तर दिशा में बढ़ती हुई उक्त ग्राम के ही बिन्दु ए10 (प्लॉट संख्या 27) पर समाप्त होती है।

रेखा ए10 -ए11- ए12- ए13:- यह रेखा ग्राम बसरिया के प्लॉट संख्या 27 के बिन्दु ए10 से प्रारंभ होकर, पूर्व दिशा में बढ़ती हुई ग्राम सिरमा के प्लॉट संख्या 30, 151, 152, 146 से गुजरते हुए, उक्त ग्राम के ही बिन्दु ए13 (प्लॉट संख्या 148) पर समाप्त होती है।

रेखा ए13- ए14:- यह रेखा ग्राम सिरमा के प्लॉट संख्या 148 के बिन्दु ए13 से प्रारंभ होकर, उत्तर-दक्षिण दिशा में बढ़ती हुई उक्त ग्राम के ही प्लॉट संख्या 137 में स्थित बिन्दु ए14 पर समाप्त होती है।

रेखा ए14 -ए15:- यह रेखा ग्राम सिरमा के प्लॉट संख्या 148 के बिन्दु ए13 से प्रारंभ होकर, उत्तर दिशा की ओर बढ़ती हुई उक्त ग्राम के ही प्लॉट संख्या 144 में स्थित बिन्दु ए15 पर समाप्त होती है।

रेखा ए15- ए16- ए17- ए18- ए19- ए20- ए21- ए22- ए23- ए24- ए25- ए26- ए27- ए28- ए29- ए30- ए31- ए32- ए33- ए34- ए35- ए36- ए37- ए38- ए39- ए40- ए41- ए42- ए43- ए44:- यह रेखा ग्राम सिरमा के प्लॉट संख्या 144 के बिन्दु ए15 से प्रारंभ होकर, दक्षिण दिशा की ओर बढ़ती हुई उक्त ग्राम के ही प्लॉट संख्या 243, 242, 241, 244, 245, 246, 247, 248, 249, 250, 254, 255, 256, 257, 258, 259, 286, 295 और 296 से गुजरती है। तत्पश्चात् यह रेखा दक्षिण दिशा की ओर बढ़ती हुई ग्राम बरियातु के प्लॉट संख्या 1693, 1692, 1691, 1690, 1689, 1688, 1856, 1684, व 1643 से गुजरती हुई उक्त ग्राम के प्लॉट संख्या 1643 के बिन्दु ए44 पर समाप्त होती है।

रेखा ए44- ए45:- यह रेखा ग्राम बरियातु के प्लॉट संख्या 1643 के बिन्दु ए44 से प्रारंभ होकर, पश्चिम दिशा में बढ़ती हुई उक्त ग्राम के ही बिन्दु ए45 पर समाप्त होती है।

रेखा ए45- ए46- ए47- ए48- ए49- ए50- ए51- ए52- ए53- ए54- ए55- ए56- ए57- ए58- ए59- ए60- ए61- ए62- ए63- ए64- ए65- ए66- ए67- ए68- ए1:- यह रेखा ग्राम बरियातु में स्थित बिन्दु ए45 (प्लॉट संख्या 1643) से प्रारंभ होकर, उत्तर-पश्चिम दिशा में स्थित नाला के साथ आगे बढ़ते हुए उक्त ग्राम के ही प्लॉट संख्या 232 और 63 से गुजरती है। रेखा उत्तर पश्चिम दिशा में आगे बढ़ती हुई और ग्राम जबरा में स्थित प्लॉट संख्या 130, 116, 108, 107, 98 एवम् ग्राम कन्दाबेर के स्थित

प्लॉट संख्या 683 एवं ग्राम बेलतु में स्थित प्लॉट संख्या 1975, 684, 62, 63, 64, 68 और 69 से गुजरती है। यह रेखा पुनः उत्तर-पश्चिम दिशा में आगे बढ़ती हुई ग्राम कन्दाबेर में स्थित प्लॉट संख्या 519, 520, 521, 513, 514, 515 एवम् ग्राम बेलतु में स्थित प्लॉट संख्या 119, 120, 121, 120, 119, 105, 106, 114, 110 और 143 से पुनः गुजरती है। यह रेखा पुनः उत्तर-पश्चिम दिशा में आगे बढ़ती हुई प्लॉट संख्या 454, 456 से गुजरती है और अन्ततः ग्राम कन्दाबेर में स्थित बिन्दु ए1 (प्लॉट संख्या 454) पर समाप्त होती है।

भाग - बी :

रेखा बी1-बी2:- यह रेखा ग्राम पकरी बरवाडीह के दक्षिण-पश्चिम कोने में स्थित बिन्दु बी1 (प्लॉट संख्या 1950) से प्रारंभ होकर पूर्व दिशा में बढ़ती हुई उक्त ग्राम के प्लॉट संख्या 1934, 1933 से गुजरते हुए उक्त ग्राम में ही स्थित बिन्दु बी2 (प्लॉट संख्या 1934) पर समाप्त होती है।

रेखा बी2-बी3:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी2 (प्लॉट संख्या 1932) से प्रारंभ होकर उत्तर दिशा में बढ़ती हुई प्लॉट संख्या 1923 और 1918 से गुजरते हुए उक्त ग्राम में ही स्थित बिन्दु बी3 (प्लॉट संख्या 1917) पर समाप्त होती है।

रेखा बी3-बी4:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी3 (प्लॉट संख्या 1917) से प्रारंभ होकर पूर्व दिशा में बढ़ती हुई प्लॉट संख्या 1918 से गुजरते हुए उक्त ग्राम में ही स्थित बिन्दु बी4 (प्लॉट संख्या 1919) पर समाप्त होती है।

रेखा बी4-बी5:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी4 (प्लॉट संख्या 1919) से प्रारंभ होकर दक्षिण दिशा में बढ़ती हुई उक्त ग्राम के प्लॉट संख्या 1920 से गुजरती हुई उक्त प्लॉट में ही स्थित बिन्दु बी5 पर समाप्त होती है।

रेखा बी5-बी6:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी5 (प्लॉट संख्या 1920) से प्रारंभ होकर पूर्व दिशा में बढ़ती हुई उक्त प्लॉट में ही स्थित बिन्दु बी6 पर समाप्त होती है।

रेखा बी6-बी7:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी6 (प्लॉट संख्या 1920) से प्रारंभ होकर पश्चिम दिशा में बढ़ती हुई उक्त ग्राम के ही प्लॉट संख्या 1921 और 1922 से गुजरती हुई उक्त ग्राम में ही स्थित बिन्दु बी7 (प्लॉट संख्या 1937) पर समाप्त होती है।

रेखा बी7-बी8-बी9-बी10:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी7 (प्लॉट संख्या 1937) से प्रारंभ होकर दक्षिण दिशा में बढ़ती हुई उक्त ग्राम के प्लॉट संख्या 1939, 1940, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1964 और 1963 से गुजरती हुई उक्त ग्राम के ही स्थित बिन्दु बी10 (प्लॉट संख्या 1962) पर समाप्त होती है।

रेखा बी10-बी11:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी10 (प्लॉट संख्या 1962) से प्रारंभ होकर पूर्व दिशा में बढ़ती हुई उक्त ग्राम के ही प्लॉट संख्या 1960 और 1961 से गुजरती हुई उक्त ग्राम के ही बिन्दु बी11 (प्लॉट संख्या 1962) पर समाप्त होती है।

रेखा बी11-बी12:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी11 (प्लॉट संख्या 1962) से प्रारंभ होकर दक्षिण-पश्चिम दिशा में बढ़ती हुई उक्त ग्राम के ही प्लॉट संख्या 1960, 1961 और 1952 से गुजरती हुई उक्त ग्राम के ही स्थित बिन्दु बी12 (प्लॉट संख्या 1952) पर समाप्त होती है।

रेखा बी12-बी13-बी14-बी15-बी16-बी17:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी12 (प्लॉट संख्या 1952) से प्रारंभ होकर उत्तर-पश्चिम दिशा में बढ़ती हुई उक्त ग्राम के प्लॉट संख्या 1742, 1741, 2125, 2130, 2135 से गुजरती हुई उक्त ग्राम के ही स्थित बिन्दु बी17 (प्लॉट संख्या 2130) पर समाप्त होती है।

रेखा बी17-बी18:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी17 (प्लॉट संख्या 2130) से प्रारंभ होकर उत्तर-पूर्व दिशा में बढ़ती हुई प्लॉट संख्या 1718 से गुजरती हुई उक्त प्लॉट के ही बिन्दु बी18 पर समाप्त होती है।

रेखा बी18-बी19:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी18 (प्लॉट संख्या 1718) से प्रारंभ होकर पूर्व दिशा में बढ़ती हुई उक्त ग्राम के प्लॉट संख्या 1154, 1137, 1136, 1134, 1133, 1132 से गुजरती हुई उक्त ग्राम के ही स्थित बिन्दु बी19 (प्लॉट संख्या 1128) पर समाप्त होती है।

रेखा बी19-बी20-बी21-बी22-बी23-बी24-बी25-बी26-बी27:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी19 (प्लॉट संख्या 1128) से प्रारंभ होकर पश्चिम-पूर्व दिशा में बढ़ती हुई उक्त ग्राम के ही स्थित बिन्दु बी27 (प्लॉट संख्या 1432) पर समाप्त होती है।

रेखा बी27-बी28-बी29-बी30-बी31-बी32-बी33-बी34-बी35-बी36-बी37-बी38-बी39-बी40-बी41-बी42-बी43-बी44-बी45-बी46-बी47:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी27 (प्लॉट संख्या 1432) से प्रारंभ होकर दक्षिण-पश्चिम दिशा में बढ़ती हुई उक्त ग्राम के ही प्लॉट संख्या 1449 और 2495 से गुजरती है एवम् उक्त प्लॉट के ही स्थित बिन्दु बी47 पर समाप्त होती है।

रेखा बी47-बी48-बी49-बी50-बी51-बी52-बी53-बी54-बी55-बी56-बी57-बी58-बी59-बी60-बी61-बी62-बी63-बी64-बी65-बी66-बी67-बी68-बी69-बी70-बी71-बी72 :- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी47 (प्लॉट संख्या 2495) से प्रारंभ होकर उत्तर-पश्चिम दिशा में बढ़ती हुई उक्त ग्राम के प्लॉट संख्या 2476, 2363, 2362, 2361, 2359, 2358, 2325, 2324, 2323, 2276, 2275, 2274, 2273, 2274, 2270, 2269, 2268, 2251, 2230, 1718, 2216, 2033, 2032, 2028, 2029, 2025, 2023, 2022, 2021 और 2020 से गुजरती हुई उक्त ग्राम के ही बिन्दु बी72 (प्लॉट संख्या 1950) पर समाप्त होती है।

रेखा बी72-बी73-बी74-बी1:- यह रेखा ग्राम पकरी बरवाडीह में स्थित बिन्दु बी72 (प्लॉट संख्या 1950) से प्रारंभ होकर, उत्तर दिशा में स्थित नाला (प्लॉट संख्या 1950) के बगल से गुजरती हुई, उक्त ग्राम के ही स्थित बिन्दु बी1 (प्लॉट संख्या 1950) पर समाप्त होती है।

[फा.सं. 43015/2/2011-पीआरआईडब्ल्यू-1]

एस. सी. भाटिया, निदेशक

New Delhi, the 26th August, 2011

S. O. 2267.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule annexed hereto;

And whereas, the plan bearing number NTPC/CM/SEC IV/CBA/09, dated the 23rd October, 2010 of the area covered by this notification can be inspected in the office of the General Manager, Pakri Barwadih Coal Mining Project, Ujjwal Complex, Pugmil, Post Office-Hazaribagh, District-Hazaribagh, Jharkhand-825301 or at the office of Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, I, Council House Street, Kolkata or at the office of the District Collector, Hazaribagh district or at the office of ED (F.S.) NTPC Ltd, R&D Building, 1st Floor, Plot Number A-8A, Sector-24, Noida, U.P. -201301.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), for all rights, the Central Government hereby gives notice of its intention to prospect for coal therein ;

Any persons interested in the land described in the said Schedule may -

- Object to the acquisition of the whole or any part of the land, or of any rights in or over such land, or
- claim an interest in compensation if the land or any rights in or over such land, or
- seek compensation for prospecting licences ceasing to have effect, rights under mining leases being acquired, and deliver all maps, charts and other documents relating to the land, collection from the land of cores or other mineral samples and due analysis thereof and the preparation of any other relevant record or materials referred to in sub-section (7) of section 13 of the said Act.

to the Office of the General Manager, Pakri Barwadih Coal Mining Project, Ujjwal Complex, Pugmil, Post Office-Hazaribagh, District-Hazaribagh, Jharkhand-825301 within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Pakri Barwadih Coal Mining Block Phase-V

North Karanpurā Coalfields

DISTRICT-HAZARIBAGH (JHARKHAND)

(Plan bearing number NTPC/CM/SEC IV/CBA/09, dated the 23rd October, 2010)

LAND SCHEDULE:

(PART - A)

Sl. No.	Mouja/ Village	Thana	Thana Number	Name of District	Area (in hecta approximate)	Area (in square meters)
1	2	3	4	5	6	7
1.	Kandaber	Keradari	33	Hazaribagh	200	17469
2	Baratu	Keradari	42	Hazaribagh	219.05	

1	2	3	4	5	6	7
3.	Jabra	Keradari	43	Hazaribagh	29.02	71.71
4	Basaria	Keradari	44	Hazaribagh	70.11	173.24
5.	Nawadih	Keradari	45	Hazaribagh	63.12	155.97
6.	Sirma	Keradari	46	Hazaribagh	78.91	194.99
7.	Beltu	Keradari	32	Hazaribagh	20.56	50.80
TOTAL AREA					551.46	1362.65

LAND SCHEDULE:**(PART - B)**

Sl. No.	Mouja Village	Thana	Thana number	Name of District	Area (in hectares approximately)	Area (in acres approximately)
1.	Pakri Barwadih	Barkagaon	56	Hazaribagh	219.57	541.42
GRAND TOTAL AREA (Part: A+B)					770.57	1904.07

Boundary Description:**PART-A:**

Line A1-A2-A3-A4-A5: The Line starts from point A1 in the north west corner of the coal block located in plot no. 454 of village 'Kandaber' and moving eastward passes through plot nos. 454, 455, 452, 451, 450, 467, 472, 255, 196, 197 and 200 of the said village. The line moves further in the same direction and passes through plot no. 422 of village Nawadih and ends at point A5 in plot no. 505 of the said village.

Line A5-A6: The line starts from point A5 in plot no. 505 of the village 'Nawadih' and moves in north direction ending at point A6 in the said plot.

Line A6-A7-A8-A9: The line starts at point A6 in plot no. 505 of village Nawadih and moving eastward passes through plot nos. 473, 482, 481, 489, 473, 483, 485, 486, 487, 488, 490, 491, 492 and 501 of the said village. The line moves further eastward and passes through plot nos. 13, 23, 12, and 24 of village Basaria and ends at point A9 in plot no. 25 of the said village.

Line A9-A10: The line starts at point A9 in plot no. 25 of village Basaria and moving in north direction ends at point A 10 in plot no. 27 of the said village.

Line A10-A11-A12-A13: The line starts at point A10 in plot no. 27 of village Basaria and moving eastward passes through plot nos. 30, 151, 152, 146 of village Sirma and ends at point A 13 in plot no. 148 of the said village.

Line A13-A14: The line starts at point A13 in plot no. 148 of the village Sirma and moving northwest direction ends at point A 14 in plot no. 137 of the said village.

Line A14-A15: The line starts at point A13 in plot no. 148 of the village Sirma and moving in east direction ends at point A 15 in plot no. 144 of the said village.

Line A15-A 16-A 17-A 18-A 19-A20-A21-A22-A23-A24-A25-A26-A27-A28-A29-A30-A31-A32-A33-A34-A35-A36-A37-A38-A39-A40-A41-A42-A43-A44: The line starts at point A15 in plot no. 144 of village Sirma and moving southward passes through plot nos. 243, 242, 241, 244, 245, 246, 247, 248, 249, 250, 254, 255, 256, 257, 258, 259, 286, 295 and 296 of the said village. The line then moving further southward passes through plot nos. 1693, 1692, 1691, 1690, 1689, 1688, 1856, 1684 and 1643 of village Bariatu and ends at point A44 in plot no. 1643 of the said village

Line A44-A45: The line starts at point A44 in plot no. 1643 of Village Bariatu and moving in west direction passing through the plot ends at point A45 in the said plot.

Line A45-A45-A46-A46-A47-A48-A49-A50-A51-A52-A53-A54-A55-A56-A57-A58-A59-A60-A61-A62-A63-A64-A65-A66-A67-A68-A 1: The line starts at point A45 in plot no. 1643 of village Bariatu and moving along the nala

in northwest direction passes through plot nos.232 & 63 of village Bariatu. The line moving further in the northwest direction passes through plot nos. 130,116,108,107, and 98 of village Jhabra , plot no. 683 of village Kandaber and plot nos.1975, 684, 62, 63, 64, 68, and 69 of village Beltu. The line moving further in the same direction passes through plot nos.519, 520, 521, 513, 514 and 515 of village Kandaber and plot nos.124, 84, 121, 120, 119, 105, 106, 114, 110 and 143 of village Beltu again. The line moving further in the northwest direction passes through plot nos. 454, 456 and finally ends at the point A in plot no. 454 of village Kandaber.

Part- B :

Line B1- B2: The line starts from point B1 in plot no. 1950 at the South West corner of village Pakri Barwadih and moving in the east direction passes through plot nos. 1934, 1933 and ends at point B2 in the plot no. 1932 of the said village..

Line B2-B3: The line starts from point B2 in plot no.1932 of Pakri Barwadih village and moving in north direction passes through plots no.1923 and 1918 ends said at point B3 in plot no.1917 of the said village.

Line B3-B4: The line starts at point B3 in plot no 1917 and moving in east direction of village Pakri Barwadih passes through plot no.1918 and at point B4 in plot no.1919 of the said village.

Line B4-B5 : The line starts at point B4 in plot no.1919 and moving in south direction passes through plot no. 1920 ends at said at point B5 of the village Pakri Barwadih.

Line B5- B6: The line starts at point B5 in plot no.1920 of the village Pakri Barwadih and moving in east direction ends at point B6 in the said plot.

Line B6-B7: The line start at point B6 in plot no.1920 of village Pakri Barwadih and moving in west direction passes through plot nos. 1921, 1922 ends at point B7 in plot no.1937 of the said village.

Line B7- B8- B9- B10: The line starts at point B7 in plot no.1937 of village Pakri Barwadih and moving south ward passes through plot nos.1939, 1940, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1964, 1963 ends at point B10 in plot no.1962 of said village.

Line B10- B11: The line start at point B10 in plot no.1962 of village Pakri Barwadih and moving in east direction passes through plot no's.1960, 1961 and ends at point B11 in plot no.1962 of said village.

Line B11- B12: The line starts at point B11 in plot no.1962 of village Pakri Barwadih and moving in south west direction passes through plot no's.1960, 1961, 1952 and ends at point B12 in plot no.1743 of the said village.

Line B12- B13- B14- B15- B16- B17: The line stars at point B12 in plot no. 1743 of village Pakri Barwadih and moving in south east direction passes through plot no's. 1742,1741, 2125, 2130, 2135 and ends at point B17 in plot no. 2130 of the said village.

Line B17- B18: The line starts at point B17 in plot no. 2130 of village Pakri Barwadih and moving in north east direction passes through plot no. 1718 of the said Village ending at point B18 in the said plot.

Line B18- B19: The line starts at point B18 in plot no. 1718 of village Pakri Barwadih and moving eastward passes through plot nos. 1154, 1137, 1136, 1134, 1133, 1132 and ends at point B 19 in plot no. 1128 of the said village.

Line B19- B20- B20- B21- B22- B23- B24- B25- B26- B-27: The line starts at point B 19 in plot no.1128 of village Pakri Barwadih and moving in south east direction passes through plot no. 1128 and ends at point B27 in plot no.1432 of the said village.

Line B27-B28- B29- B29- B30- B31- B33- B34- B35- B36- B37- B38- B39- B40- B41- B42- B43- B44- B45- B46- B47: The line starts at point B27 in plot no. 1432 of village Pakri Barwadih and moving in southwest direction passes through plot no. 1449 and, 2495 ending at point B47 in the said plot.

Line B47-B48- B49- B50- B51- B52- B53- B54- B55- B56- B57- B58- B59- B60- B61- B62- B63- B64- B65- B66- B67- B68- B69- B70- B71- B72 : The line starts at point B47 in plot no.2495 of village Pakri Barwadih and moving in northwest direction passes through plot nos. 2476, 2363, 2362, 2361, 2359, 2358, 2325, 2324, 2323, 2276, 2275, 2274, 2273, 2274, 2270, 2269, 2268, 2251, 2230, 1718, 2216, 2033, 2032, 2028, 2029, 2025, 2023, 2022, 2021, & 2020 and ends at point B72 in plot no. 1950 of the said village.

Line B72-B73-B74-B1: The line starts at point B72 in plot no.1950 of the village Pakri Barwadih and moving northward along the nala in plot no. 1950 ends at point B 1 in the said plot.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2268.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 89/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/35/2010-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th July, 2011

S.O. 2268.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 89/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India, and their workmen, received by the Central Government on 21-7-2011.

[No. L-12011/35/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH**

Present : Sri A. K. Rastogi, Presiding Officer

Case No. ID No. 89 of 2010

Registered on 10-12-2010

The General Secretary, Central Bank of India Employees' Union Haryana, H. No. 3296, Sector 19-D, Chandigarh.

....Claimant

Versus

The Regional Manager, Central Bank of India, Regional Office, Ludhiana.

....Respondent

APPEARANCES

For the workman	-	None
For the Management	-	None

AWARD

Passed on 4th July, 2011

The Central Government vide Notification No. L-12011/35/2010-IR(B-II) dated 26-11-2010 in exercise of

the power under Clause (d) of sub-section (1) of section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called as "Act") has referred the Industrial dispute for adjudication to this Tribunal

"Whether the action of the management of Central Bank of India in awarding the punishment of Stoppage of one increment with cumulation is just, fair and legal? What relief the respondent workman is entitled to and from what date?"

The parties did not turn up despite notices sent to them on 10-12-2010, 17-1-2011 and by registered post on 23-3-2011. Notices sent by registered post were received back undelivered. Service is presumed complete. They failed to appear and submit their respective pleadings

Since the claimant has failed to appear and file his dispute before the Tribunal, hence the reference was answered against the claimant. Two copies of the award will be sent to Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

CORRIGENDUM

New Delhi, the 28th July, 2011

S.O. 2269.—The Reference No. mentioned in the third line of the notification of even number 2268 dated 11-04-2011 may be read as 61/2000 instead of 67/2000.

[No. L-2001/2/277/1999-IR (B-II)]

D. S. S. SRINIVASA RAO, Desk Officer

नई दिल्ली, 28 जुलाई, 2011

का.आ. 2270.—औद्योगिक विवाद अधिनियम, 1947

का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्रम न्यायालय लिमिटेड मुम्बई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ संख्या 36/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-30011/35/2007-आईआर (बी-II)]

जोदन दासजी अद्वैतजी

New Delhi, the 28th July, 2011

S.O. 2270.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2007) of the Central Government Industrial Tribunal-cum-Labour Court No.1 Mumbai now as shown in the Annexure in the Industrial Dispute between the employees of ONGC and the management of ONGC, Mumbai and their workman, which was received by the Central Government on 27-7-2011.

[No. L-30011/35/2007-IR (B-II)]

JODAN DASJI ADVAITJI

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Justice G. S. Sarraf, Presiding Officer

REFERENCE NO. CGIT-1/36 OF 2007

Parties: Employers in relation to the management of
O. N. G. C. Ltd.

AND

Their Workmen

APPEARANCES:

For the Management : Ms. N. Menon, Adv.
For the workman : Absent
State : Maharashtra

Mumbai, dated the 14th day of June, 2011

AWARD

1. In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, the Central Government has referred the following dispute for adjudication to this Tribunal.

"Whether the workmen working at ONGC through Contractors since past 10 years continuously, deserve MOU rates. If not, to what privileges, monetary benefits are they entitled to?"

2. A notice of reference was issued to the Petroleum Employees Union. An advocate appeared on behalf of the union as per order sheet dated 10-9-2007. However, since 26-8-2008 no one has appeared on behalf of the union.

3. On 4-3-2011 the first party has filed an application stating therein that the dispute in the reference has worked itself out and the workers concerned have no grievance left and the dispute has been settled in the way mentioned in the application. A notice was issued on this application to the union but inspite of service of the notice no one has appeared on behalf of the union.

4. Heard learned counsel for the management on the above application.

5. Considering the submission of learned counsel of the management I find it fit and appropriate to hold that no dispute exists between the parties.

6. An Award is passed accordingly.

JUSTICE G.S. SARRAF, Presiding Officer

नई दिल्ली, 28 जुलाई, 2011

का:आ. 2271.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल वेयर हाउसिंग कॉर्पोरेशन भोपाल के प्रबंधन के संबंध में नियोजकों और

उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 121/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-42012/3/91-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th July, 2011

S.O. 2271.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 121/91) of the Central Government Industrial Tribunal/Labour Court Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Ware Housing Corporation Bhopal and their workman, which was received by the Central Government on 27-7-2011.

[No. L-42012/3/91-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LCR/121/91

Presiding Officer : Shri Mohd. Shakir Hassan

Shri Guljarilal Ahirwar,
Village Bajaria,
Post Laxmipur,
Distt. Panna.

.....Workman

Versus

The Regional Manager,
Central Ware Housing Corporation,
Regional Office, Amar Niwas,
New Market, T.T. Nagar,
Bhopal

.... Management

AWARD

Passed on this 13th day of June, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L- 42012/3/91-IR(Vividh) dated 18-6-91 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Central Ware Housing Corporation, Bhopal (MP) in terminating the services of Shri Guljarilal Ahirwar, Ex. Chowkidar w.e.f. 16-6-1986 is legal and justified. If not, what relief the concerned workman is entitled to?"

2. The case of the workman in short is that he was appointed as a Chowkidar in the Central Ware Housing Corporation and joined on 11-1-85 at Katni. His record was

quite satisfactory and there was no complaint what so ever. It is stated that the workman was terminated suddenly on 16-8-86 without giving any opportunity. He had already completed 240 days in calendar year and he was terminated without complying the provision of 25-F of the Industrial Dispute Act, 1947 (in short the Act, 1947). He was not given any show cause before terminating the service and violated the principle of natural justice. On these ground, it is submitted that the action of the management be held illegal and his service be deemed to be in continuous service with all consequential benefits.

3. The management appeared and contested the reference by filing Written Statement. The case of the management, inter alia, is that admittedly the workman was appointed as a chowkidar vide order dated 28-12-84 and he joined on 11-1-85. He was on probation for a period of one year in accordance with Regulation 10 of the Central Warehousing Corporation (Staff) Regulation, 1986. The service can be terminated during probation period, if it is to be unsatisfactory. The services of the workman was found not satisfactory during probation period and adverse reports were also received against him. Therefore the competent authority in exercise of the powers conferred under Regulation 10(3) of the Central Warehousing Corporation (Staff) Regulation, 1986 discharged him from service during the period of probation. The amount Rs. 1,111 as required under the Regulation was paid. The retrenchment compensation of Rs. 716.70 was also paid to him. As per contract of appointment the retrenchment compensation was not required to be paid. However the management had paid the said retrenchment compensation as well. It is submitted that the action of the management is legal and justified.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication.

I. Whether the action of the management in terminating the service of the workman w.e.f. 16-6-1986 is legal and justified?

II. To what relief, if any, the workman is entitled?

5. Issue No. I

Before discussing the evidence, it is necessary to enumerate the admitted facts on the basis of the pleadings of the parties.

1. The workman Shri Guljarilal Ahirwar was appointed as chowkidar vide order dated 28-12-84 by the management.
2. The workman joined the duty on 11-1-1985.
3. The probation and other terms and conditions was to be governed by the Central Warehousing Corporation (Staff) Regulation, 1986.
4. He was in service for about one and half year and his service was not yet confirmed.

5. No departmental enquiry was conducted nor any show cause notice was given by the competent authority before terminating him from service.

6. Regulation 10 of the Central Warehousing Corporation (Staff) Regulations, 1986 reads as follows:

- “(i) Every person regularly appointed to any post either by direct recruitment or by probation shall be on probation for a minimum period of one year from the date of assumption of charge.
- (ii) The Appointing Authority may, in its discretion, extend the period of probation up to a further period not exceeding one year.
- (iii) During the period of probation, an employee directly recruited shall be liable to be discharged from the service without assigning any reason by giving him a notice of one month or pay in lieu thereof. A departmental candidate appointed to any higher post through direct recruitment shall during the period of probation be liable to be reverted to the original post held by him prior to such appointment, without any notice and without assigning any reason.”

7. Now the important question is as to whether the workman was discharged during the probation period. Admittedly he was not confirmed after probation period of one year and there was no specific order of the appointing authority for extending the period of probation for further one year. The learned counsel for the workman has relied a decision reported in 1989 A.C.C. (L&S)-O-471, Sumati P. Shere Vrs. Union of India. The condition of appointment in this case was that she was appointed on ad hoc basis for period of six months or till a regular candidate from the Union Public Service Commission became available whichever was earlier. His period of service was extended time to time and she was terminated without regular candidate was available whereas the fact of this case is quite different. The ruling appears to be not applicable.

8. On the other hand, the management has also relied a decision reported in 2005 LAB.L.C.203, Registrar, High Court of Gujarat and another Vrs. C.G. Sharma wherein the Hon'ble Apex Court has held that :

“Para 24: According to Mr. L.N. Rao, the Rule in question does not provide for any maximum period of probation and, therefore, the ordinary and general Rule would apply and that in any view of the matter the Rule itself contains an indication that the services could not be treated as confirmed unless a specific order is passed after the enquiry of probationary period if there is a vacancy and if the officer's work is found to be satisfactory.”

“Para 26: a large number of authorities were cited before us by both the parties. However, it is not necessary to go into the details of all those cases for the simple reason that sub rule (4) of Rule 5 of the

Rules is in Parimateria with the Rules which was under consideration in the case of State of Maharashtra Vs. Veerappa Saboji and Anr. (Supra) and we find that even if the period of two years expires and the probationer is allowed to continue after a period of two years, automatic confirmation cannot be claimed as a matter of right because in terms of the Rules, work has to be satisfactory which is a pre-requisite or pre-condition for confirmation and, therefore, even if the probationer is allowed to continue beyond the period of two years as mentioned in the Rule, there is no question of deemed confirmation. The language of the Rule itself excludes any change of giving deemed or automatic confirmation because the confirmation is to be ordered if there is a vacancy and if the work is found to be satisfactory. There is no question of confirmation and, therefore, deemed confirmation, in the light of the language of this Rule, is ruled out. We are, therefore, of the opinion that the arguments advanced by learned counsel for the respondent on this aspect has no merits and no leg to stand. The learned single Judge and the learned Judges of the Division Bench has rightly come to the conclusion that there is no automatic confirmation on the expiry of the period of two years and on the expiry of the said period of two years, the confirmation order can be passed only if there is vacancy and the work is found to be satisfactory. The rule also does not say that the two years period of probation as mentioned in the rule, is the maximum period of probation and the probation cannot be extended beyond the period of two years. We are, therefore, of the opinion that there is no question of automatic or deemed confirmation, as contended by the learned counsel for the respondent. We, therefore, answer this issue in the negative and against the respondent."

This ruling appears to be applicable in the instant case as he was within the period of two years and his service was not confirmed by any specific order. He was deemed to be on probation on the extended period of one year as provided in the Regulation.

9. Now let us examine the evidence adduced by either of the parties in the case. The workman Shri Guljarilal Ahirwar has stated in his evidence that he was appointed and appointment letter was received by him. The said appointment letter is marked as Exhibit M/2 which is an admitted document. The appointment letter shows that for probation and other terms and conditions, his services will be governed by the Central Warehousing Corporation (Staff) Regulations. He was admittedly joined on 11-1-1985. He was proved his own letters which are filed by the management which are marked as Exhibit M/5 and M/7. These letters show that the workman had tendered apologies for committing misconduct and misbehavior. He

has also stated that he was once arrested by the police on the charge of rape. He has also admitted in his evidence that he had received one month pay at the time of discharge. This shows that he was paid one month salary in lieu of notice as required under Regulation 19(3) of the Regulation, 1986. His evidence further shows that his conduct was not satisfactory during the period of probation.

10. The management has also adduced oral and documentary evidence. The management witness Shri M. Das Gupta was working as Regional Manager. He has stated that he was indisciplined and there was adverse report against him. His working was not at all satisfactory. The confidential reports are filed which are marked M/11 series. He was issued memos which are marked as Exhibit M/4 and M/6 for his misconduct. He tendered apologies. His evidence clearly shows that his service was unsatisfactory during the period of probation.

11. Regulation 10(iii) of the Central Warehousing (Staff) Regulation, 1986 provides that during the probation period, the employee shall be liable to be discharged from the service without assigning any reason by giving him a notice of one month or pay in lieu thereof. In this case, admittedly one month pay was given and also compensation was paid. Thus it is clear that appointing authority was authorized to discharge him without assigning any reason. On the basis of the evidence discussed above, it is clear that the action of the management in terminating his service is justified and legal. This issue is decided in favour of the management.

12. Issue No. II

Considering the discussions made above, I find that the workman is not entitled to any relief. Accordingly the reference is answered.

13. In the result, the award is passed without any order to costs.

14. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 28 जुलाई, 2011

का.आ. 2272.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच पी सी एल मुम्बई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1, मुम्बई के पंचाट (संदर्भ संख्या 17/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-30012/62/2006 आई आर (एम)]

जोहन तोपनो, अवर सचिव

The Government of India, Ministry of Labour and Employment by its Order No. 1-2001/P-1, 2009 (19-01-2009) has

29-05-2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following Industrial dispute to this Tribunal for adjudication:

"Whether Shri Vinod Ramaiya Cuckemane "Yard Supervisor is a workman under the provisions of Section 2 (s) of I.D. Act, 1947? If so " Whether the termination of services of Shri Cuckemane by the Company M/s. Sedco Forex International Drilling Inc. Vide termination letter dated 25-1-2008 is just, legal and proper? To what relief Shri Cuckemane is entitled to and from which date and what other directions are necessary in the matter?"

2. After receipt of the order of reference notices were issued to both the parties. Workman filed his statement of claim at Ex.-8 making out his case. Management resisted the statement of claim vide their written statement Ex.-9. Thereafter matter was posted for rejoinder and for framing of issues. Meanwhile workman filed application Ex.-11 for withdrawing the reference as he does not want to pursue the matter. Hence the order :

ORDER

Reference stands rejected as withdrawn.

Date: 02-03-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 28 जुलाई, 2011

क्र.आ. 2274.—औद्योगिक विवाद अधिनियम, 1947 (1947 Act) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अदालत/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सी.जी.आईटी/एनजीपी/ 89/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/43/1997-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th July, 2011

S.O. 2274.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/ 89 2002) of the Central Government Industrial Tribunal-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 21-7-2011.

[No. L-12011/43/1997-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No. CGIT/NGP/89/2002

Party No. 1 : The Chief Manager,
Bank of Maharashtra,
Sitabuldi Branch, Dr. Munje Chowk,
Sitabuldi, Nagpur- 440012.

Versus

Party No. 2 : The General Secretary,
Union of the Maharashtra Bank
Employees, 542, Dr. Munje Marg,
Congress Nagar, Nagpur.

This reference had been made by the Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) (here-in-after referred to as "the Act") for adjudication of the Industrial dispute between the employers in relation to the management of Bank of Maharashtra and their workman to CGIT, Jabalpur as per letter No. L-12011/43/97-IR(B-II) dated 27-07-1998/6-8-1998, with the following schedule:-

"Whether the action of the management of Bank of Maharashtra, Sitabuldi, Nagpur (rep. through the Asstt. General Manager) in not posting the workman (list enclosed), as per their seniority, as Spl. Asstt. even after falling the posts of Slp. Asstt. Vacant w.e.f. March, 1996 is legal and justified? If not, to what relief the said workman are entitled?"

Subsequently, the case was transferred to the Court of CGIT, Nagpur for disposal according to the law.

2. Advocate for both the parties are present.

3. Advocate for the workman filed a pursis stating that the dispute was raised by the "Union of the Maharashtra Bank Employees" on behalf of the workman about 10 years back and during this period, the dispute involved in the reference has lost its relevance and the beneficiaries of the reference have either retired from service or are not interested to proceed with the reference and the union is also not interested to proceed with the case and as such, necessary orders be passed for disposal of the reference. The pursis has also been signed by the Secretary of the union.

4. Copy of the pursis has been served on the advocate for the Bank.

5. Perused the record. The workmen, 9 (nine) in numbers had challenged the action of the management in not posting them as per their seniority as Special Assistants w.e.f. March, 1996. The management in the written statement had pleaded its action to be justified.

6. In view of the pursis filed by the advocate for the workmen, it is necessary to pass a "no dispute award" in

this case and to dispose of the reference accordingly. Hence, it is ordered :

ORDER

The reference be treated as “no dispute award.”

J. P. CHAND, Presiding Officer

नई दिल्ली, 28 जुलाई, 2011

का.आ. 2275.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 65/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/104/1998-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th July, 2011

S.O. 2275.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2002) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on 21-7-2011.

[No. I-12012/104/1998-IR (B-II)]

RAMESH SINGH, Desk Officer.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No. 65/2002

Party No. 1 : The Asstt. General Manager,
Bank of Maharashtra, Regional
Office, Mahabank Building,
Abhayankar Road, Sitabuldi,
Nagpur-440012

Versus

Party No. 2 : The General Secretary,
Union of the Maharashtra Bank
Employees, 542, Dr. Munje Marg,
Congress Nagar, Nagpur.

This reference had been made by the Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) (hereinafter referred to as “the Act”) for adjudication of the Industrial dispute between the employers in relation to the management of Bank of Maharashtra and their workman, Shri J.P. Deo (hereinafter referred to as “the workman”) to CGIT, Jabalpur as per letter No. I-12012/104/98-IR(B-II) dated 14-12-1998, with the following schedule :—

SCHEDULE

“Whether the action of the management of Bank of Maharashtra, in stopping four increments with cumulative effect upon Shri J.P. Deo, Clerk, is correct and justified? If not, to what relief the said workman is entitled?”

Subsequently, the case was transferred to the court of CGIT, Nagpur for disposal according to the law.

2. Advocate for both the parties are present.

3. Advocate for the workman filed a pursis stating that the dispute was raised by the “Union of Maharashtra Bank Employees” on behalf of the workman about 10 years back and during this period, the dispute involved in the reference has lost its relevance and the beneficiaries of the reference has retired from service and is not interested to proceed with the reference and the union is also not interested to proceed with the reference as such necessary orders be passed for disposal of the reference. The pursis has also been signed by the Secretary of the union.

4. Copy of the pursis has been served on the management for the Bank.

5. Perused the record. The workman had claimed the action of the management with regard to stoppage of his four increments with cumulative effect. The management in the written statement had pleaded its action to be justified.

6. In view of the pursis filed by the advocate of the workman, it is necessary to pass a “no dispute award” in this case and to dispose of the reference accordingly. Hence, it is ordered :

ORDER

The reference be treated as “no dispute award.”

J. P. CHAND, Presiding Officer

नई दिल्ली, 28 जुलाई, 2011

का.आ. 2276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 65/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/302/1998-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th July, 2011

S.O. 2276.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2002) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of Bank of Maharashtra and their workman, which was received by the Central Government on 21-7-2011.

[No. L-12012/302/1996-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No. 98/2004

Advocate for the management of officer call on the date as already fixed

Party No. 1 : The Regional Manager,
Bank of Maharashtra, Amravati
Region, Lokmanji Nagar, Amravati
(M.S.)

Versus

Party No. 2 : The General Secretary,
Union of the Maharashtra Bank
Employees, 542, Dr. Munje Marg,
Congress Nagar, Nagpur- 440012

This reference had been made by the Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (hereinafter referred to as "the Act") for adjudication of the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, Shri A.P. Bobde (hereinafter referred to as "the workman") to CGIT, Jabalpur as per letter No. L-12012/302/96-IR (B-II) dated 24-11-1997, with the following schedule :—

SCHEDULE

Whether the action of the management of Bank of Maharashtra in not offering the post of Special Assistant second time to Sh. A.P. Bobde, Cashier without holding interview as provided in clause II of the settlement dt. 17-12-92 is proper, legal and justified? If not, to what relief the said workman is entitled?"

Subsequently, the case was transferred to the Court of CGIT, Nagpur for disposal according to the law.

2. Advocate for both the parties are present.

3. Advocate for the workman filed a pursis stating that the dispute was raised by the "Union of the Maharashtra Bank Employees" on behalf of the workman about 10 years back and during this period, the dispute involved in the reference has lost its relevance and the beneficiary of the reference has retired from service and is not interested to proceed with the reference and the union is also not interested to proceed with the case and as such necessary orders be passed for disposal of the reference. The pursis has also been signed by the Secretary of the union

4. Copy of the pursis has been served on the advocate for the Bank

5. Perused the record. The workman had challenged the action of the management in not offering him the post

of Special Assistant second time. The management in the written statement had pleaded its action to be justified.

6. In view of the pursis filed by the advocate for the workman, it is necessary to pass a "no dispute award" in this case and to dispose of the reference accordingly. Hence, it is ordered :

ORDER

The reference be treated as "no dispute award."

J. P. CHAND, Presiding Officer

नई दिल्ली, 28 जुलाई, 2011

का.आ. 2277.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सन अर्थ सरेमिक लिमिटेड मुम्बई के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 70/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-29012/7/2009-आई आर (एम)]

जोहन तोपनो, अवग सचिव

New Delhi, the 28th July, 2011

S.O. 2277.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/2009) of the Central Government Industrial Tribunal Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Sun Earth Ceramics Ltd., Mumbai and their workman, which was received by the Central Government on 27-7-2011.

[No. L-29012/7/2009-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

K. B. Katake, Presiding Officer

Reference No. CGIT-2/70 of 2009

Employers in Relation to the Management of Sun Earth Ceramics Ltd.

New Bharat Building,
Ghoroupdeo Cross No. 1,
R. Bhogale Marg, Byculla,
Mumbai.

AND

Their workmen

Shri Vijay Shankar Godse,
C/o. Anrudha Handmade Papers,
S. No. 12/9, Nanded Phatta,
Sinhagad Road,
Tal. Haveli,
Pune- 411 041

APPEARANCES:

For the Employer : Absent

For the Workmen : Shri Jaiprakash Sawant, Advocate.

Mumbai, the 15th February, 2011

AWARD

1. The Government of India, Ministry of Labour and Employment by its Order No. L-29012/7/2009-IR(M) dated 31-08-2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following Industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of M/s. Sun Earth Ceramics Ltd., in terminating the services of Shri Vijay Shankar Godse w.e.f. 30-11-2002 is legal & justified?"

2. "Whether the following claims of the workman from the management are legal and justified: —1. LTC & Medical Bill for 2 years 2000 & 2001 Rs. 28000.00 @ Rs. 14000 per month x 2 years 2. Bonus for 2 ½ years 14000 x 2 ½ Rs. 35000.00 3. Salary for Oct. & Nov. 2002 Rs. 15400.00 4. Project Expenses Rs. 5133.00 5. Notice Pay Rs. 7000.00 Total Rs. 90533.00+14% Int. What relief the workman is entitled to and from which date?"

2. Both the parties were served with notices of Reference. In response to the notice the Second Party worker appeared through his Representative and has filed his statement of claim at Ex. 6. The management was absent since the first date, therefore, again notice was served to the management, however, they remained absent. Therefore, ex parte order was passed against Party No. 1 management.

3. According to the second party worker he was in the employment of first party w.e.f. 1-7-1997 as Mines Manager. Though he was designated as Mines Manager he was attending the work in the nature of operational and clerical type of work on payment of wages. In short, he was workman of the first party. He was not employed in the managerial or administrative capacity. According to him, first party terminated his services illegally and without following due process of law w.e.f. 30-12-2002 as the Mining operations of the first party have been closed thereafter. The second party has claimed his dues payable to him under the service conditions contended in the appointment order dated 30-8-1997. He has claimed LTC and Medical Bills for two years for the year 2000 and 2001 total Rs. 28,000 @ Rs. 14,000 per year. He has claimed Bonus for 2 ½ years @ Rs. 14,000 per year it comes to Rs. 35,000. He has claimed salary of earned wages for the month of October, 2001 and November, 2002 total Rs. 15,400. He has claimed project expenses of Rs. 5,133 and notice pay Rs. 7,000. He has claimed Rs. 90,533 and has also claimed interest thereon @ 14%. He thus claims total amount inclusive of interest to the tune of Rs. 1,95,098 from the first party company.

4. As the first party did not give any response workman applied to the Assistant Labour Commissioner (Central). As the matter could not be settled the Labour

Commissioner wrote to the Ministry of Labour and Employment, New Delhi. The Ministry sent the matter to this Tribunal.

5. The first party management though absent remained absent. Thus the Reference proceeded against them. The workman in support of his filed his affidavit at Ex. 10.

6. Following are the issues for my determination record my findings thereon for the reasons to follow

Sr. No.	Issues	Findings
1.	Whether the action of management of M/s. Sun Earth Ceramics Ltd. in terminating the services of Shri Vijay Shankar Godse, w.e.f. 30-11-2002 is unjust and illegal?	Yes
2.	Whether the claim of workman total to the tune of Rs. 90,533 plus 14% interest is just and proper? Whether he is entitled to get the said amount from Party No. 1?	Yes
3.	What order?	As per the claim

7. Issue No. 1 & 2. It is the case of the second party worker that all of sudden the Party No. 1 has terminated his services illegally without following due process. His aversment in the statement of claim is corroborated by Party No. 1 by filing their W.S. Therefore, it is found that Rule 5 of C.P.O. it amounts to an admission. Further, the second Party worker in support of his claim filed his affidavit at Ex. 10. The contentions of the management are also neither challenged nor denied by any one, in this witness. In the circumstances, as claim of the second party is unchallenged and it amounts to admission, no further discussion to arrive me at the conclusion of the termination of service of the workman under Rule 5 is unjust and illegal. Consequently, I also hold the claim of the second Party workman is as good as admitted by the other side for want of specific denial. I hold that the workman is entitled to get the amount Rs. 90,533 with interest thereon @ 14% per annum as claimed by the workman. Accordingly, I decide the issues No. 1 and 2 in the affirmative and proceed to the following order

ORDER

- It is declared that services of Shri Vijay Shankar Godse was terminated and without following due process.
- The Party No. 1 company shall pay to the Party No. 2 workman an amount of Rs. 90,533 plus 14% interest thereon @ 14% per annum from the date of his termination till the date of payment of amount.

Date: 15-2-2011

K. B. KAVIASHI, Chairman

नई दिल्ली, 28 जुलाई, 2011

का.अ. 2278.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रैअर अर्थ्स लिमिटेड मणवालाकुरिचि के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट संदेश संख्या 3/2010 को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-29011/13/2009-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th July, 2011

S.O. 2278.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Rare Earths Ltd. Manavalakurichi and their workmen, which was received by the Central Government on 27-7-2011.

[No. L-29011/13/2009-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 28th June, 2011

PRESENT : A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 3/2010

In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Rare Earths Ltd. and their Workman)

BETWEEN

The General Secretary
Kanyakumari District Mineral
Workers and Staff Union,
Near IRE Ltd. Manavalakurichi
Kanyakumari

Vs.

The Head
Indian Rare Earths Ltd.
Manavalakurichi
Kanyakumari District

APPEARANCE:

For the 1st party Petitioner
Union

M/s. Sri R.N. Amarnath,
Advocates

For the 2nd Party/
Management : M/s. S. Ramasubramaniam
& Associates, Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-29011/13/2009-IR(M) dated 05-01-2010 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the Kanyakumari District Mineral Workers and Staff Union, Manavalakurichi for fixation of pay scale of Sri B. Jayapaul, First Aider (D) in the grade of Rs. 4,270-120-9070 by the management of Indian Rare Earths Ltd., Manavalakurichi is justified? What relief the workman concerned is entitled to and from which date?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 3-2010 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement as the case may be.

3. The averments in the Claim Statement bereft of unnecessary details are as follows:

The workman, Thiru B. Jayapaul appointed as First Aider in Grade-A initially as Trainee on 06-05-1992 on a consolidated pay of Rs. 1,000 for 2 years who stood absorbed after 1 year training with effect from 06-05-1993 in Category-III Grade-A on 25-06-1993 in regular Time Scale of Rs. 1275-35-1450-40-2250 was confirmed in 1994. On completion of 7 years service he was promoted as First Aider Grade-B in Category-III Time Scale of Rs. 4160-100-8160 on Basic Pay of Rs. 5,260 w.e.f. 01-05-2001 as per the Settlement dated 01-07-1989. According to Revised Promotion Policy w.e.f. 01-07-1999 he was promoted as First Aider Grade-C in Category-III in the scale of Rs. 4160-100-8160 w.e.f. 01-07-2000 as per order dated 28-06-2002. Under 12(3) Settlement dated 25-03-2003 cancelling the order dated 28-06-2002 he was placed in the same grade of salary applicable to workman in Category-II w.e.f. 01-05-2001 instead of 01-07-2000 by order dated 03-05-2003. In 2003 as per Promotion Policy the First Aider Grade-A was brought in Category-II, Grade-B kept in Category-III, Grade-C is brought in Category-IV and Grade-D and Grade-D brought in Category-V. He was promoted as First Aider Grade-D in Category-V w.e.f. 01-07-2005 as per order dated 30-09-2005 in the scale of Rs. 4185-110-8585. First Aider Grade-A falls in Category-II as per 2003 promotion policy during which he was employed as First Aider Grade-C in Category-IV. His co-employee Sri Kumar Nair, Card No- 1319 working as Security Guard in Category-II appointed 3 months later to the appointment of the workman while was drawing Basic Pay of Rs. 10,020 during May 2009, at the time of his

statement the workman was paid Rs. 8,700 only though he was appointed earlier to Srikumaran Nair in a higher grade in Category III. In the case of Srikumaran Thambi, Card No. 1320 who joined on 15-02-1993 as Security Guard in Category-II, 9 months later than the workman is drawing Basic Pay of Rs. 10,800 whereas the workman is presently drawing Basic Salary of Rs. 9,216 as anomaly requiring rectification. The workman has to be paid at least the salary drawn by his junior in the lower category to which Management has not come forward- Hence the claim for fixing his salary as above.

4. Counter Statement averments, bereft of unnecessary details are as follows:

Under 12(3) Settlement dated 06-03-1989 Recruitment and Promotion Rules were given rise to as per which there were total 9 Grades in Workman category, the lowest category being Category- I- The workman whose cause is espoused by the Union, now a First Aider-D under Category-V with entry level for the First Aider-A in Category-III the channel of promotion for the post of First Aider from Category-III to various categories is:

Category-III to Category-IV	-	7 Years
Category-IV to Category-VI	-	6 Years
Category-VI to Category-VII	-	7 Years
Category-VII to Category-VIII	-	7 Years
Category-VIII to Category-IX	-	4 Years
Category-IX to Deputy Officer	-	7 Years

With the revision of the Rules on 21-02-2002 w.e.f. 01-07-1999 the entry level for the post of First Aider-A was agreed to be placed in Category-II. Then the channel of promotion from Category-II to various categories for the post of First Aider-A is :

Initial Appointment	-	Category-II
Category-II to Category-III	-	4 Years
Category-III to Category-IV	-	6 Years
Category-IV to Category-V	-	4 Years
Category-V to Category-VI	-	5 Years
Category-VI to Category-VII	-	5 Years
Category-VII to Category-VIII	-	5 Years
Category-VIII to Category-IX	-	5 Years
Category-IX to Deputy Officer	-	Not Applicable

Under 12(3) Settlement dated 25-03-2003 the date of implementation of the above was changed from 01-07-1999 to 02-07-2001- Workman appointed as First Aider-A in Category-III on 06-05-1992 on a training period of 3 years was absorbed in Category-III as such from 06-05-1994 and

promoted to Category-IV from 01-08-2001 after service- As per the 12(3) Settlement dated 25-03-2003 implementation dated from 01-07-1999, the R&P Rules rule the number of years of service for promotion from Category-III to Category-IV was reduced to 6 years and hence promotion on date of entry into Category-IV was changed from 01-08-2001 to 01-07-1999 which with further change from 01-07-1999 to 01-07-2001 under 12(3) Settlement dated 25-03-2003 stood w-e-f- 01-05-2001 instead of 01-07-2000. The promotion due to the workman fell before the date of implementation of the revised R&P Rules. The promotion date during May 2001. Accordingly, the workman was subsequently promoted to Category-V w.e.f. 01-07-2005. All promotions given to the workman as per the R&P Rules in force from time to time cannot be allowed. In the reference there is no demand for giving promotion as per the old R&P Rules cannot be allowed. In the reference there is no demand regarding pay anomaly issue. Hence pay anomaly cannot be raised in the Claim Statement. As regards pay, the long term settlement dated 26-04-2001 provided that as a result of the fitment formula, a senior workman of the same designation draws a lower pay than a junior workman of the same section then the Basic Pay of the senior workman will be brought on par with the Basic Pay of the junior workman by stepping up the Basic Pay and on the date of annual increment" and the same has been applied in the Petitioner's case (First Aider) cannot be compared with the post of Security Guard (Sri Kumaran Nair) who is in a separate category. Under a 12(3) Settlement dated 08-12-2005 as a one time measure it was provided for rectification of pay anomalies of various Tradesman, Fitters, Welders, etc. by comparing their juniors in other categories also- Post of First Aider not falling under the Tradesman category was then outside the purview of that consideration. The R&P Rules were also not applicable to the Petitioner Union and therefore it is debatable whether questioning the implementation as regards the promotion. The workman would be eligible for next promotion to Category-VI w.e.f. 01-07-2010. Petitioner cannot raise anything contrary to the 12(3) Settlement. The claim raised by the petitioner by comparing the petitioner with two Security Guards appointed subsequently to the petitioner but drawing more pay than the petitioner is hence to rectify the pay anomaly. The Government does not specify for rectification of pay anomalies, hence the issue is barred. If the petitioner is compared with the post of Security Guard in Category-IX for reaching the maximum grade required for the petitioner whereas 34 years of service is required for Security Guards. The claim is to be dismissed.

5. Points for consideration are:

- Whether the demand for fixation of pay of Sri B. Jayapaul, First Aider-IV is correct. Rs. 4,270-120-9,070 is present.

(u) To what relief the concerned workman is entitled?

6. The evidence consists of the testimony of WW1 and Ex.W1 to Ex.W13 on the petitioner's side and the oral evidence of MW1 and Ex.M1 to Ex.M6 on the Respondent's side.

Points (i) & (ii)

7. Heard both sides. Perused the documents, records and written arguments submitted on behalf of both. It is argued on behalf of the petitioner that Srikumaran Thambi employed as Security Guard-D in Category-V while draws Basic Pay of Rs. 17,420 the workman Jayapaul employed as First Aider-E in Category-VI is drawing Basic Pay of Rs. 15,340 which is lesser than his juniors who are working in the lower category.

8. The contra arguments on behalf of the Respondent is that the workman cannot demand departure for him from the earlier settlement (Ex.M1) which provides for promotion from Grade-IV to Grade-V for the post of First Aider. The claim that if he had been considered for promotion from Grade-IV to Grade-VI as per Ex.M1 no anomaly would have arisen cannot be advanced or be accepted. He is bound by the revised settlement Ex.M3. It is clear from the evidence, both documentary as well as oral tendered by WW1/1 that a First Aider (C) Grade-IV will automatically fall into Grade-V in terms of Ex-M3 settlement. The settlements do not stand challenged by any Union including Petitioner Union, which have to be accepted in the entirety and not on bits and pieces. Petitioner Union had been signatory to the said settlements. Now it cannot claim under the disguise that the workman concerned is not treated at par with his junior employee. In the event of there being pay anomaly recourse can be had for the removal of the anomaly under Clause-3.4 of Ex.M2 settlement providing as follows, "If, as a result of the above payment formula, a senior workman with same designation draws a lower pay than his junior in the same section, then the Basic Pay of the senior workman will be brought on par with the Basic Pay of the junior workman, by stepping up the Basic Pay and/or adjustment of the date of the annual increment."

It is not identified or made known as to who is drawing more than him in the post of First Aider as a junior. Srikumaran Thambi is borne in the cadre of Security Guard which is not the same post as that of the workman. Post of Security Guard is a direct recruited post whereas the post of workman is preceded as a trainee for 2 years.

9. The petitioner's claim has no sound foundation in the rules or settlements. He is bound by the settlements entered into between the Management and his Union from time to time. Posts of Security Guard and First Aider are two different posts. It is in accordance with the conferment of promotion and fixation of salary rules brought about by

the various settlements that the pay of the workman stood fixed at the present stage, vary from that of the Security Guard. Again while the First Aider Workman had to undergo 2 years training before he was regularized in the pay scale that is not the case with the Security Guard who got absorbed into his specific pay-scale simultaneously with his posting without having to undergo training. The incumbents in these posts are not alike for a like treatment invariably to equalize one's pay with that of the other. Hence the claim of the petitioner for fixation of salary of the workman is not justified and therefore he is not entitled to any relief.

10. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th June, 2011)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined

For the 1st Party/Petitioner : WW1, Sri P. Chinna Nadar
For the 2nd Party/Management : MW1, Sri S.V. Ramakrishnan

Documents Marked

On the Petitioner's side

Ex.No.	Date	Description
Ex.W1	24-04-1992	Order issued by the Respondent in favour of workmen.
Ex.W2	25-06-1993	-do-
Ex.W3	19-09-2001	-do-
Ex.W4	28-06-2002	-do-
Ex.W5	03-05-2003	-do-
Ex.W6	13-09-2005	-do-
Ex.W7	-	Promotion policy
Ex.W8	09-10-2006	Petition submitted before the Assistant Commissioner of Labour (Central) by the Petitioner Union.
Ex.W9	-	Reply filed by the Respondent before the Assistant Commissioner of Labour (Central).
Ex.W10	March 2010	Pay Slip of Srikumaran Thambi
Ex.W11	March 2010	Pay Slip of Workman Jayapaul
Ex.W12	04-10-2010	Copy of the Office Order No. 284/2010
Ex.W13	04-10-2010	Copy of the Office Order No. 283/2010

On the Management's side

Ex.No.	Date	Description
Ex.M1	06-03-1989	Copy of the 12(3) settlement regarding Recruitment and Promotion rules.
Ex.M2	26-04-2001	Copy of the 9th Long Term Settlement.
Ex.M3	21-02-2002	Copy of the revised 12(3) Settlement regarding Recruitment and Promotion Rules.
Ex.M4	25-03-2003	Copy of the 12(3) Settlement regarding Recruitment and Promotion Rules.
Ex.M5	08-12-2005	Copy of the 10th Long Term Settlement with the minutes
Ex.M6	04-02-2005	Copy of the Officer Order by the Respondent and the Petitioner.

नई दिल्ली, 28 जुलाई, 2011

का.अ. 2279.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लॉर्ड कृष्णा बैंक लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, अरनाकुलम के पंचाट (संदर्भ संख्या 217/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/210/2004-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th July, 2011

S.O. 2279.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 217/2006) of the Central Government Industrial Tribunal-cum-Labour Court-Ernakulam now as shown in the Annexure in the Industrial Dispute between the management of Lord Krishna Bank and their workmen, received by the Central Government on 22-7-2011.

[No. L-12012/210/2004-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT: Shri. D. SREEVALLABHAN, B.Sc., LL.B.,
Presiding Officer

(Tuesday the 28th day of June, 2011/7th Asadha, 1933)

I.D. 217/2006

Union : The General Secretary,
Lord Krishna Bank Employees' Union,
Nair Samajam Building,
Chendamangalam-683 512.
By Adv. Shri. H. B. Nair

Management : The Chairman,
M/s. Lord Krishna Bank Limited,
Express Tower, Kaloor.
By Adv. Shri. Saji Mathew

This case coming up for final hearing on 20-06-2011 and this Tribunal-cum-Labour Court on 28-06-2011 made the following.

AWARD

This reference is at the instance of the Lord Krishna Bank Employees' Union represented by its General Secretary about the dismissal from service of the workman Sri. N. Ramachandran Nair under Section 10(1) of the Industrial Disputes Act, 1947.

The reference is:

"Whether the dismissal of service of the workman Sri. N. Ramachandran Nair by the management of M/s. Lord Krishna Bank Limited is legal, justified and correct? If not what are the relief entitled to the workman Sri. N. Ramachandran Nair?"

2. The workman, while working as Cashier in the Mangalore Branch of the Lord Krishna Bank Limited, was suspended from service on 7-5-2003 for the alleged misappropriation of an amount of Rs. 3217 pursuant to a complaint made by one Amit Singhal about the non-receipt of the amount remitted by him in the S.B. account of Manipal Academy of Higher Education (MAHE) Trust. After receipt of the complaint it was found that the workman was the only cashier in that branch on 23-01-2003 and the amount of Rs. 3217 remitted by Amit Singhal on that date was not accounted and was misappropriated by him. The amount was remitted by him on 27-3-2003. Thereafter disciplinary proceedings was initiated against him by the Chief Manager (Admn.), the Disciplinary Authority and after conducting enquiry he was dismissed from service on 28-11-2003. The order of dismissal was challenged by him by preferring an appeal before the Appellate Authority and the same was dismissed endorsing the findings of the Disciplinary Authority.

3. Challenge is made by the union as to the findings of the enquiry as well as the imposition of penalty for the claim statement in this case. According to the union it was a farce and name sake enquiry based on a vague and cryptic charge sheet and the same was conducted without affording sufficient opportunity to cross examine the witnesses and for adducing evidence to prove the

innocence. The imposition of penalty is stated to be disproportionate, highly excessive, illegal, unjust, vindictive, arbitrary and based on erroneous and perverse findings. The alleged misconduct for which he was found guilty at the most amounts to a minor misconduct as defined in Clause 19.7(d) and 19.7(j) of the First Bipartite Settlement dated 19-10-1966 for which the punishment cannot be dismissal from service.

4. During the pendency of the proceedings before this Tribunal Lord Krishna Bank Limited was amalgamated with Centurion Bank of Punjab in accordance with S.44 A of the Banking Regulation Act with the sanction of Reserve Bank of India. The reply statement was filed by that bank denying all the allegations in the claim statement and challenging the validity of the enquiry and imposition of penalty. It is further contended that the workman had misappropriated an amount of Rs.3217 received from Amit Singhal on 23-01-2003 for remitting the said amount to the SB Account No. 27936 of the MAHE Hostel maintained with the branch without making entries in the books of account of the bank. The enquiry was validly conducted after serving a comprehensive charge-sheet to the workman and also by affording reasonable opportunity to him to substantiate his case without any violation of the principles of natural justice. The imposed penalty is neither harsh, disproportionate and excessive nor in violation of Clause 19.12(c) of the First Bipartite Settlement. It is a case of gross misconduct of doing act prejudicial to the interest of the Bank as per Clause 50 of the Bipartite Settlement dated 10-04-2002 justifying the punishment imposed on the workman. There is also a prayer in the written statement to grant opportunity to adduce fresh evidence to substantiate the charge in the event of invalidation of the enquiry by this tribunal for any reason.

5. Union did not care to file any rejoinder in spite of specific posting and granting several adjournments after filing written statement.

6. Since challenge is made with regard to the legality and validity of the enquiry it was considered by my learned predecessor in office treating it as a preliminary issue. For that purpose the Enquiry Officer was examined as MW 1 and the Enquiry File was marked as Ext.M1. After hearing both sides the enquiry was found to be invalid for violation of principles of natural justice vide order dated 9-12-2009. The case was posted for further evidence in view of the request made by the management.

7. After that MWs. 2 and 3 were examined and Ext.M1(a) to M1(f) & M-2 to M-12 were marked on the side of the management. After adducing evidence by the management the workman was examined as WW1 on the side of the union. No exhibit was got marked.

8. The points for determination are:

1. Whether the workman Sri. N.Ramachandran Nair was working as the Cashier in the Mangalore Branch of the Lord Krishna Bank Limited on 23-01-2003?
2. Whether an amount of Rs. 3217 was received by him on that day from Amit Singhal and issued Ext. M5?
3. Whether the amount was misappropriated by him without accounting it?
4. Whether he committed gross misconduct coming within the purview of Clause 5(j) of the Bipartite Settlement dated 10-4-2002?
5. Whether the punishment of dismissal from service imposed on him is legal, justified and correct and if not what is the penalty to be imposed on him?

9. Point No.1:- Admittedly the workman Shri. N Ramachandran Nair was employed as Clerk in M/s. Lord Krishna Bank Limited. MW2 who was working as the Chief Manager of the Mangalore Branch of the Bank from December, 2001 to June, 2004 has given evidence to prove that the workman was holding the charge of Cashier of that branch from 1-1-2003 and he was the only Cashier in that branch on 23-1-2003. There is no serious challenge with regard to it during his cross examination. The workman when examined as WW1 has also admitted during his cross-examination that he was the only Cashier in the Mangalore Branch of the Bank on 23-01-2003. There is no case for the union that he was not working as cashier in that branch of the bank at that time. There is ample evidence in this case to prove that he was the only Cashier working on 23-1-2003 in the Mangalore Branch of the management bank. Hence without any hesitation it can be held that he was the only Cashier in that branch on 23-1-2003.

10. Point Nos.2 & 3:- MW2 would swear that he had received Ext.M2 complaint dated 21-3-2003 from Amit Singhal stating that an amount of Rs.3217 remitted by him in that branch on 23-1-2003 in the account of the MAHE Hostel towards payment of Mess Bill was not given credit to in that account. On receipt of the complaint he had verified the records and was satisfied that the amount remitted was not accounted by the workman who was working as the cashier on that day. When the workman was asked about it, it was admitted by him that he had accepted the money and he was prepared to remit it. The amount was remitted by him on 27-3-2003. The matter was referred to the Deputy General Manager the next day by sending Ext.M4.

11. After placing him under suspension copy of the charge sheet dated 19-6-2003 marked as Ext.M1(a) was issued to him by the disciplinary authority. The charge levelled against him is that he had misappropriated

amount of Rs.3217 remitted by Amit Singhal on 23-1-2003 in the Mangalore Branch of the bank for crediting it to the SB Account No. 27936 of the MAHE Hostel maintained with the branch without accounting the same in the books of account of the bank on that day. In the reply to the charge marked as Ext.M1(b) the allegations as such are stated to be false and concocted after denying the same. MW1 who was appointed as the Enquiry Officer conducted the enquiry and found him guilty of the alleged misconduct and thereby he was imposed with the penalty. Since the enquiry was found to be invalid by this Tribunal it is to be independently considered whether the management has succeeded in proving the charge of misappropriation by unaccounting the money stated to have been remitted by Amit Singhal based on the evidence adduced before this Tribunal.

12. Ext.M3 is the xerox copy of the remittance slip produced along with the complaint by Amit Singhal and Ext.M5 is the original which was handed over to MW2 by him later after the receipt of the complaint. MW2 has stated that it was initialed by the workman. The workman when examined as WW1 has stated during his chief examination that it was issued with the seal 'cash received'. It was further stated by him that it was issued without receipt of any amount due to heavy rush for remittance. It is not disputed that Ext.M5 was initiated by him and was issued with the seal 'cash received'. It is pertinent to note that the stand taken by him in the reply to the charge-sheet submitted before the Enquiry Officer is one of total denial. Even in the claim statement there is no plea as to non receipt of the amount. Such a case was put forward by him only at the time of his examination as WW1. He has not even cared to file any rejoinder denying the case as to the misappropriation made in the written statement.

13. The procedure to be followed as to remittance by the customers was brought out during the cross examination of MW2. It was stated by him that when money along with remittance slip is given to the cashier the latter would count the money and seal and initial the slip and return counter foil of the slip to the remitter. With regard to the accounting it was stated by him that then the cashier makes necessary entry in the computer and after entering the details of remittance in computer the remittance slip is forwarded to the cash officer who authenticates and initials the slip and after that the counter foil of slip is given by the cashier to the party as soon as money is verified and found correct. The counter foil will not bear the initial of the cash officer as it is not being sent to him. The remittance slip is in quadruplicate of which one is given to party, one is sent to the MAHE Hostel and two are retained by the bank.

14. The counter foil of the slip is given by the Cashier after verification by the cash officer and only if the computer scroll of cashier and that of the cash officer are tallying. It

is difficult to accept the contention of the workman that counter foil was given to the party without verification of money. It is possible to find out whether there was excess or shortage of cash at the end of the day by comparing whether the amount of cash tallies with the amount of cash in this case it is to be presumed that the amount of cash on 27-1-2003. After admitting that the counter foil slip with the seal 'cash received' was not received by him especially in view of the verification of the remittance slip by the cashier and the computer entry in the account. In this regard it is also to be borne in mind that the amount remitted by the workman on 27-1-2003 was not authenticated by MW2 or receipt of the complaint from him. Ext.M6 is the receipt of the remittance slip issued by the management on 1-2-2003. It is not in dispute that remittance in cash was made on 23-1-2003 and made on the same day in cash that the receipt of cash.

15. The learned counsel for the management has argued that Amit Singhal was not a customer of the bank, the manager of the bank was not a witness to the handing over of the money to the hands of the workman and the workman himself would admit the issuance of counter foil with his initial and seal and also the receipt of the counter foil issued by the cashier after verification of the cash by the cash officer it can be held that the management has discharged the burden of proving the receipt of the cash by the workman. Then the burden is on the workman to disprove the case of the management as to the receipt of the amount from Amit Singhal. MW2 has stated that whereabouts of Amit Singhal is not known. He was examined as a witness at the time of enquiry and on examination of Amit Singhal as a witness before this Tribunal by the management cannot be a sufficient reason to discard the other evidence in this regard which leads to a reasonable conclusion as to the receipt of the amount by the workman from him.

16. In order to prove that the amount received from Amit Singhal was not accounted Ex.M8 was produced by the management bank. There is no entry with respect to the receipt of the amount from Amit Singhal in the ledger and go to show that the amount was not accounted for.

17. Based on the admissions made by MW2 during his cross-examination that there were one or two instances of excess or shortage of cash during his tenure as Cashier in Mangalore Branch and there were instances when the workman had reported the receipt of excess cash and remitted the same in sundry deposit account. It was argued by the learned counsel for the union that it is not possible to have instances of excess or shortage of cash and there are instances with respect to small amounts and there were not cases relating to the retention of amount received from a customer for a long time without accounting.

18. By relying on Exts. M10 and M-11 it was argued by the learned counsel for the management that there was other instances of misappropriation of amounts by the workman MW1 has admitted that there was a criminal case as C.C. No.296/2003 before the Judicial Magistrate of the Ist Class II (Mobile), Kottayam for the alleged offences punishable under Sections 409 & 420 of the Indian Penal Code and in that case he was acquitted after finding him not guilty vide judgement dated 18-07-2007, certified copy of which is marked as Ext.W1. Copy of Ext.M-10 charge memo was served on him for initiating disciplinary proceedings but the same was kept pending due to the pendency of the criminal case. Not much relevance can be given to Exts.M-10 and M-11 to hold that there was any previous instance of misappropriation of money by him. At the most it can be said that there was a previous instance of initiation of disciplinary proceedings against him based on allegations as to misappropriation of money.

19. From the available evidence in this case it can also well be held that the workman had misappropriated an amount of Rs.3217 remitted by Amit Singal in the Mangalore Branch of the bank on 23-01-2003 without accounting it.

20. **Point No.4:** Now it is to be considered whether the above said act of the workman amounts to gross misconduct coming within the purview of Clause 5(j) of the Bipartite Settlement dated 10-4-2002. According to the union it cannot be a gross misconduct but only a "minor misconduct" coming within the purview of Clause 19.7 (d) and 19.7(j) of the Bipartite Settlement dated 19-10-1966. The Bipartite Settlement dated 19-10-1966 was superseded by the Bipartite Settlement dated 10-04-2002 in which the management bank was also a party. The above said act of the workman amounts to a gross misconduct of "doing act prejudicial to the interest of the bank" as per Clause 5(j) of the Bipartite Settlement dated 10-4-2002 inviting penalty for gross misconduct.

21. **Point No.5:**—According to the union the penalty imposed on the workman is disproportionate, highly excessive and in anyway not commensurate with the commission of the act of misconduct. As it is a case of misappropriation of the amount remitted by a customer of the bank without accounting the same it deserves severe punishment. But there is no proportionality for the quantum of punishment to the misconduct. According to the newly developed principle of proportionality any action should be proportional to the cause occasioning such action. An action by a public authority should be balanced. An excessive action is against the doctrine of proportionality. This applies to awards of punishment also. Punishment should be commensurate with the guilt. Such punishment should be reasonably inflicted in proportion to the guilt. Clause 6 of the Bipartite Settlement dated 10-4-2002 provides the various penalties for gross misconduct and it is extracted below :

"6. An employee found guilty of gross misconduct may

- (a) be dismissed without notice; or
- (b) be removed from service with superannuation benefits i.e. Pension and/or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
- (c) be compulsorily retired with superannuation benefits i.e. Pension and/or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
- (d) be discharged from service with superannuation benefits i.e. Pension and/or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
- (e) be brought down to lower stage in the scale of pay up to a maximum of two stages; or
- (f) have his increment/s stopped with or without cumulative effect; or
- (g) have his special pay withdrawn; or
- (h) be warned or censured, or have an adverse remark entered against him; or
- (i) be fined".

Dismissal without notice is the penalty imposed on the workman. That is the extreme penalty that can be awarded. Before the imposition of the penalty it is necessary to consider whether there are extenuating circumstances to be considered in the matter of imposition of penalty.

22. Here in this case the workman joined in the service of the bank as Clerk on 24-12-1972. There is no case as to any earlier instance of imposition of penalty on him for any misconduct. He was in service of the management bank for more than 30 years. There were instances of reporting of excess cash by him. MW2 has stated that there were instances of shortage of cash for which no action was taken by the bank against certain other employees. He is due to retire in December 2011. In view of those facts the punishment of dismissal from service without notice is disproportionate. In the event of dismissal from service he would be deprived of nearly all financial benefits arising out of his long service with the bank. It is too harsh to impose such a penalty. It is a case of misappropriation of a small sum. Taking into consideration of all the relevant aspects penalty can be imposed on him under Clause 6(b).

नई दिल्ली, 28 जुलाई (भा.सं.)—
 न्यायालय 3280, नई दिल्ली विचार-विमर्श
 का 14) नई दिल्ली 17 के अनुसार में कर्मी
 बड़ौदा के प्रमुख के संयुक्त नियोजन के अंतर्गत
 अनुबंध में विचार-विमर्श विचार में कर्मी
 अविचार-विमर्श विचार-विमर्श के विचार-विमर्श

को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/81/2003-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th July, 2011

S.O. 2280—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 21-7-2011.

[No. L-12012/81/2003-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

Present : Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 31/2003

Date of Passing Award - 8th June, 2011

Before you

The Management of the Regional Manager,
Bank of Baroda, Regional Office, Masjid Building,
Unit-IV, Sachivalaya Marg, Bhubaneswar, Orissa.

...1st Party-Management

(And)

Their workman Shri Sarat Rout,
Plot No. B-20, Rasulgarh Industrial Estate,
P.O. Bomikhal, Bhubaneswar, Orissa

... 2nd Party- Workman

APPEARANCES-

For A.K. Das & Associates, Advocate, ... For the 1st Party Management.

For Shri Sarat Rout & his Advocate, ... For the 2nd Party- Workman

AWARD

An Industrial dispute existing between the employers in relation to the Management of Bank of Baroda and their workman has been referred to this Tribunal-cum-Labour Court for adjudication by the Government of India in the Ministry of Labour in exercise of the powers conferred by

clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 vide their letter No.L-12012/81/2003-IR (B-II), dated 31-7-2003.

2. The dispute as referred to has been mentioned in the schedule of the letter of reference which is reproduced below :—

“Whether the action of the management of Bank of Baroda in relation to their Main Branch Bapujinagar, Bhubaneswar in terminating the service of Shri Sarat Rout with effect from 25-2-2002 without following due process of law as required under section 25 of the Industrial Disputes Act, 1947 and payment of wages less than the minimum wages since 1-1-1989 is legal and justified? If not, what relief the workman is entitled to?”

3. The 2nd Party-workman filed his statement of claim and stated that he was employed as Watchman by the Bank of Baroda, Main Branch, Bapujinagar, Bhubaneswar from 1st November 1989. His duty was to watch the premises standing on Plot No. B-20, Rasulgarh, Bhubaneswar. He was being paid wages at the rate of Rs. 240 per month which was less than the minimum wages fixed from time to time. He lodged protests with the bank managers but nothing was done. He was supplied with torch, batteries and other materials to perform his duties as watchman. He was also being paid bonus every year by Puja vacation like other employees of the Bank. His wages from July, 2001 were not paid, so he raised a dispute before the Assistant Labour Commissioner (Central), Bhubaneswar. During the reconciliation proceedings the Bank made payment of wages from 1-7-2001 to 25-2-2002 through a cheque for Rs. 1894. He did not en-cash the cheque under protest as he was not paid minimum wages. The reconciliation of the dispute failed and the Bank asked the 2nd Party-workman to vacate the premises. He then again raised an industrial dispute before the Assistant Labour Commissioner (Central), Bhubaneswar alleging threat of retrenchment and non-payment of wages at the prescribed rate. The Assistant Labour Commissioner (Central) sent a report after hearing both the sides to the Government of India, Ministry of Labour who issued the order of reference to this Tribunal/Court for adjudication. The 2nd Party-workman has also filed I.D. Misc. Case No. 10/2003 for payment of differential amount of wages from November, 1989 under the Minimum Wages Act with calculation sheet which is alleged to be pending before this Court. He has annexed calculation sheet with his statement of claim showing the amount due, amount paid and the balance to be paid by the Bank with interest for delayed payment. By asking the 2nd Party-workman to vacate the premises which was being watched by him as watchman, the Bank indirectly intended to retrench the 2nd Party-workman from employment without following the prescribed procedure under law which is an arbitrary and illegal act of the Management. Hence prayer for issuing direction to the

2. for payment of arrear of wages, not to retrench him from service and to regularize his services has been refused.

The 1st Party-Management in its written statement brought forward the present reference is misconceived and the same is not maintainable as the dispute raised by the 2nd Party-workman is not an industrial dispute. The 2nd Party-workman has raised a dispute for regularization of service and payment of minimum wages and claimed protection against arbitrary and illegal retrenchment. He has already filed I.D. Misc. Case No.10/2003 for the same relief. Hence the present reference is also bad in law. The Manager of Bank of Baroda, Bhubaneswar Main Branch was appointed as a receiver by the sub Judge, Bhubaneswar vide order dated 4-2-1978 passed in Misc. Case No.411/1997 arising out of O.S. No. 98/1997 in respect of M/s. R.D. Enterprises at Shed No. B-20, Rasulgarh Industrial Estate, Bhubaneswar. The 2nd party-workman was engaged as watchman by the Branch Manager of Bank of Baroda, Bhubaneswar Main Branch in the capacity of an officer of the Court being appointed as receiver. The 2nd Party-workman was no way connected with the affairs of the Bank and no "employer and employee" relationship stood between them. The 2nd Party-workman was engaged in November-December, 1989 to notionally guard the premises on consolidated sum of Rs. 100 per month which was subsequently enhanced to Rs. 240 per month since April, 1990. And the payment was made through debit of P/L, Jaw Chages A/c. of M/s. R.D. Enterprises. The provisions of Minimum wages Act, in 1948 are not applicable to him. During conciliation meeting held on 25-2-2002 in the Chamber of Assistant Labour Commissioner (Central) it was confirmed by the 2nd Party-workman that there was no material available in the godown and he was also occupying the down without any written authority. Accordingly the 2nd Party-workman was informed that his services are no longer required and he was instructed in the presence of the Assistant Labour Commissioner (C) to vacate the premises within 24 hours. He was again instructed to vacate the premises and handover the keys of the premises to the Acting Chief Manager of the Bank while making payment of arrears to him vide Cheque No. 048961 dated 10-4-2002 for Rs. 1894. At no point of time the 2nd Party-workman has performed any work connected with the Bank. Since the 2nd Party-workman was engaged by the Manager of the Bhubaneswar Main Branch of Bank of Baroda in his capacity as a receiver, the 2nd Party-workman cannot be considered as a "workman" under section 2(s) of the Industrial Disputes Act, 1947. He was never paid bonus at par with the Bank employees. The 2nd Party-workman has not vacated the premises of Plot No. B-20, Industrial Estate, Rasulgarh, which belongs to IDCO and has no material available of M/s. R.D. Enterprises despite clear instructions. Therefore his occupation is unwarranted and unauthorized. There is no question of regularization of his service and he is not entitled for any wages as claimed.

5. In his reply under the 2nd Party-workman reiterated that neither any order of the court nor of the Branch Manager indicating that he is acting appointed as an officer of the Court was ever served on him. In the present case the workman was engaged as Watchman by the Branch Manager to guard the premises was under the custody of the Bank for utilization of Bank from M/s. R.D. Enterprises. If this act of the Bank in connection with any transaction of the Bank is not deemed to have been engaged in connection with the business of the Bank. When the workman was told to vacate the premises during the conciliation proceedings that his services were no longer required and he should vacate the premises he might have been the dispute under the threat of termination of his job. He has worked for more than 12 months in the capacity of a watchman out of the employment in this manner as he has not settled that after working for 120 days, he is not entitled for regularization and also for the minimum wages.

6. On the basis of the pleadings of the parties the following issues were framed:

ISSUES

1. Whether the reference is maintainable?
2. Whether Shri. Jagan Chandra Prasad was engaged within the definition of the term "workman" under the I.D. Act, 1947?
3. Whether Shri. Prasad was employed and if so, whether it was a paid or not?
4. If not, what relief does the said workman seek?
5. Whether the 2nd Party-workman, Shri. S. Mohan Prasad, proved himself as W.W. 1 and proved three documents, Ex-1 to 3. The 1st Party-Management, M/s. A.K. Pattnaik as W.W. 1 and proved four documents marked as Ex-4 to 7?

Findings

Issues No. 1 and 2

8. Both these issues are interlinked and are co-requisites and are to be decided together.

9. The 1st Party-Management has proved the maintainability of the reference by the evidence of the 2nd Party-workman was engaged as watchman by the Branch Manager of Bank of Baroda, Bhubaneswar Main Branch and no "employer and employee" relationship existed between them. As per facts of the case, the 2nd Party-workman was engaged as a watchman by the Branch Manager of Bank of Baroda, Bhubaneswar Main Branch in his capacity as a receiver of the court appointed by the sub Judge, Bhubaneswar.

shed No. B-20, Rasulgarh Industrial Estate, Bhubaneswar by virtue of order passed by sub-Judge, Bhubaneswar on 4-2-1978 in Misc. Case No. 411/77. The only duty of the 2nd Party-workman was to watch and safeguard the articles and machinery kept in the above building. When the articles and machinery stored in the above building were taken away, he had to surrender his employment as his services were no longer required. During conciliation meeting held on 25-2-2002 in the chamber of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman himself informed that there was no material available in the godown. He was then asked by the Management to vacate the premises and handover the keys to the acting Chief Manager of the Bank.

10. The contention of the 1st Party-Management is that the 2nd Party-workman was engaged by the receiver of the property stored in the above premises as watchman to look-after and safeguard them. He had nothing to do with the business of the Bank. As such he cannot be termed as "workman" engaged in any industry having no relationship of "employee and employer" with the 1st Party-Management. The photostat copy of the order of the Sub-Judge, Bhubaneswar passed in Misc. Case No. 411/77 on 4-2-1978 is available on record as Ext.-A which shows that the petitioner i.e. the Senior Manager, Bhubaneswar Branch of Bank of Baroda was appointed as receiver for safe custody of the properties stored in the premises detailed above as an interim measure and he in turn engaged the 2nd Party-workman as watchman in pursuance of that order for safe custody of the articles. It is not clear as to when the matter was disposed of finally, but it is gathered from the record of the present case that the 1st Party-Management disengaged the 2nd Party-workman from the services of watchman with effect from 25-2-2002.

11. Referring to Section-6 of the Banking Regulation Act which defines the "Banking business" it has been contended on behalf of the 2nd Party-workman that the 1st Party-Management was holding the property of M/s. R.D. Enterprises in its custody as security or part of the security for loan taken by them and keeping possession over the property in satisfaction or part satisfaction of its claim. This exercise does come under the definition of term "Banking business". May it be that, but the 2nd Party-workman had no role in this exercise of Banking business as he may not be holding or looking after the properties of M/s. R.D. Enterprises in his individual capacity as workman of the 1st Party-Management. He was only a watchman kept by the 1st Party-Management for watching and safeguarding of the properties on its behalf. The Senior Manager of the concerned branch of the Bank can only be fastened with the task of Banking business, not the watchman kept for watching goods or articles stored in the premises. A "workman" has been defined under Clause-(s) of Section 2 of the Industrial Disputes Act as a person employed in any industry, and an individual enterprise of

watching the safe custody of articles or materials stored in a premises say, by a single man cannot be called an industry and certainly this act of watching is not connected, in any way, with the Banking business. All the more the 2nd Party-workman was engaged as a watchman by the receiver appointed by the Court acting as such and not in the capacity of Manager of the Bank. The wages of the 2nd Party-workman were paid from P.L. Law Charge Account charged to M/s. R.D. Enterprises. The Management witness Shri A.K. Pattnaik has stated in his evidence "that the workman was paid his wages in cash by the receiver and in token thereof the workman had to sign on the back of such voucher". The ruling of "Indian Overseas Bank versus IOB Staff Canteen Workers Union" (AIR 2000 SC 1508) has no application in the present case as the facts are different. Therefore, the 2nd Party-workman cannot be said to be a "workman" of the 1st Party-Management and there exists no relationship of "master and servant" or "employer and employee" between the two.

12. In view of the discussions made above, Shri S.C. Rout does not come within the definition of the "workman" under the 1st Party-Management as defined under the Industrial Disputes Act, 1947 and therefore the reference is not maintainable before this Industrial Tribunal-cum-Labour Court. Both the issues are accordingly decided in the negative and against the 2nd Party-workman.

Issue No. 3

13. The 2nd Party-workman was disengaged from service as watchman which was purely temporary and given by the Bank Manager acting in the capacity of a receiver when the work had ceased. His disengagement cannot be termed as "retrenchment" as defined under clause (oo) of Section 2 of the Industrial Disputes Act entitling him to the benefit of Section-25-F of the aforesaid Act. Since he was not a workman working under the 1st Party-Management his disengagement or termination cannot be looked into in the perspective of legality or illegality for the purpose of giving him any protection or benefit under the provisions of the Industrial Disputes Act, 1947. However, he has no right to claim any benefit. Hence this issue is decided accordingly.

Issue No. 4

14. Since the reference is held not maintainable before this Industrial Tribunal-cum-Labour Court the 2nd Party-workman is not entitled to any relief from this Court/Tribunal.

15. The Award is accordingly answered.

Dictated and Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2011

SCHEDULE

का.आ. 2281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ महाराष्ट्र के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/65/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार का 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/199/1992-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th July, 2011

S.O. 2281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/65/2003) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 21-7-2011.

[No. L-12012/199/1992-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/65/2003

Date: 08-07-2011.

Party No. 1 The Regional Manager, Bank of,
Maharashtra, Khandesh Mills,
Shopping Complex, Nehru Chowk,
Jalgaon

Versus

Party No. 2 The General Secretary, Bank of
Maharashtra Karmachari Sangh,
185, Shaniwar Peth, Near Police
Gate, Pune, Maharashtra

(Sd/-)

(Date: 28th July, 2011)

In pursuance of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute to CGIT-Cum-Labour Court, Jabalpur between the employers, in relation to the management of Bank of Maharashtra and their workman, Shri P.G. Kaskhedikar, clerk for adjudication to CGIT-cum-Labour Court Jabalpur vide letter No.L-12012/199/92-IR(B-II) dated 12-10-1992, with the following schedule:

1. "Whether the action of the management of Bank of Maharashtra, Regional Office, Jalgaon in awarding the punishment of withdrawal of cashier allowance permanently from the wages of Shri P.G. Kaskhedikar, clerk, w.e.f. 26-03-1991, is legal and justified? If not, to what relief is the workman entitled?"

After establishment of the CGIT-cum-Labour Court at Nagpur, the case was transferred from Jabalpur to Nagpur for disposal according to law.

2. After receipt of the reference, notices were issued to the parties to file their respective statement of claim and written statement, in response to which, the workman, Shri P.G. Kaskhedikar ("the workman" in short) through the Union, Bank of Maharashtra Karmachari Sangh ("the union" in short) filed his statement of claim and the management of the Bank of Maharashtra ("Party No. 1 in short) filed their written statement.

The case of the workman as projected by the union in the statement of claim is that the workman while working at Jalgaon city branch as the cashier-in-charge, was suspended w.e.f. 15-06-1981, for alleged shortage of Rs. 1,00,000 in the cash and on the complaint of the bank a criminal case for commission of an alleged offence under section 409 of the Indian Penal Code was filed by the police in the court of Judicial Magistrate, First Class, Jalgaon against him and the workman was acquitted from the charges in the said case on 22-12-83, so, the party no. 1 withdrew the order of the suspension and reinstated the workman in service w.e.f. 10-02-84, but the party no. 2 decided to initiate disciplinary action against him on the same set of facts and issued charge sheet dated 06-09-1986 against him under clause (j) of para 19.5 of Bipartite settlement of 1966 i.e. for doing an act prejudicial to the interest of the bank which is an act of gross misconduct involving the bank in serious loss and subsequently on 10-11-86 another charge under clause (d) of para 19.7 of the said Bipartite settlement was added to the original charge for breach of any rule of business of the bank or instructions for running of any department, which is act of minor misconduct and the departmental enquiry was conducted and the enquiry officer submitted his report on 30-09-87 holding the charges to have been proved against the workman and on 26-3-91, the Disciplinary Authority awarded the punishment of withdrawal of cashier's allowance permanently and warning against the workman, as a result of which, an allowance of Rs. 189 per month came to be withdrawn from the salary of the workman and the appeal preferred by the workman against the award of punishment before the Appellate Authority was rejected, without application of mind and as such, an Industrial Dispute was raised before the conciliation officer, but as no settlement could be reached, the conciliation officer submitted the failure report to the Central Government and

the Central Government in its turn referred the dispute to the Tribunal for adjudication:

It is further pleaded by the union that during the course of enquiry, two important documents, i.e. fact finding report of the officer, who visited Jalgaon City Branch immediately after 19-05-81, i.e. the date of incidence and insurance claim submitted by the bank in respect of the loss of rupees one lakh, as well as decision of the insurance company over the claim were not produced by the management, which were in their possession, inspite of their demand and due to non-production of the said documents, the workman was deprived of from reasonable opportunity of defence and on that ground alone, the findings of the enquiry officer are vitiated and punishment awarded on such findings tantamounts to a total illegality and in this case, charge-sheet was issued after a lapse of more than 5 years from the date of incidence and 3 years after the date of order of acquittal and the action was therefore, prima facie belated and on the said ground, the initiation of departmental enquiry cannot be permitted and the bank also failed to follow the provision of para 19.11 of the Bipartite Settlement, which provide that when it is decided to take any disciplinary action against an employee, such decision shall be communicated to him within 3 days thereof and therefore the bank was debarred to proceed in the departmental enquiry and as the workman was acquitted honourably by the court, initiation of the departmental enquiry based on the similar set of facts amounted to put the workman on trial twice, which is impermissible under the law and before awarding punishment, bank failed to observe procedure envisaged in paragraphs 19.3(a) to 19.3(d) and 19.4 of the Bipartite Settlement and the alleged misconduct/incidence did not constitute misconduct defined in clause (j) of para 19.5 and the materials on record are insufficient to even justify a lurking doubt, much less conviction and even if, for argument, it is admitted that materials on record create a shadow of reasonable doubt, the benefit should go to the workman and as such, the order impugned is unsustainable in law.

It is also pleaded by the union that the findings are perverted due to non-application of mind and wrong appreciation of the evidence on record and as the same are based on no evidence and the Disciplinary Authority also did not consider the evidence in record, the previous record of the employee and the submission made on behalf of the workman in the written notes of arguments, before accepting the findings of the enquiry officer and therefore, the order is liable to be quashed. The workman has prayed to quash and set aside the order dated 23-03-91 passed by the disciplinary authority and also subsequent recovery of shortage or cash instituted by the bank.

3. The Party no.1. in its written statement has pleaded inter-alia that the workman working as a cashier in charge at Jalgaon city branch and on 19-5-81 at the closure of the day, a shortage of cash of rupees one lakh was noticed and the shortage of cash occurred during the working hours of the day, so the workman, who was holding the charge of

the cash on that day was responsible for the shortage, so on 21-5-81, the Branch Manager, Jalgaon city branch lodged a complaint against the workman in the police station and police registered a criminal case against the workman under section 409 of the Indian penal code and the workman was acquitted in the criminal case on 22-12-83 by the trial court and against the said order of acquittal, the state preferred an appeal before the Hon'ble Bombay High Court, but the said appeal was dismissed on 16-9-85 and during the pendency of the criminal case, the workman was suspended from service w.e.f. 15-6-81 and due to his acquittal by the trial court, the suspension order was revoked on 10-2-84 and he was reinstated in service and a departmental enquiry was initiated against the workman by issuing the charge sheet dated 6-9-86 and in the enquiry, the workman was given every opportunity to defend his case and on conclusion of the enquiry, the enquiry officer submitted his report and on receipt of the findings of the enquiry officer, the Disciplinary Authority passed the final order on 26-03-91 and imposed the punishment of withdrawal of cashier's allowance permanently and warning and the workman preferred an appeal on 6-5-91 to the Appellate Authority and considering the record of the case, the Appellate Authority confirmed the punishment by his order dated 31-10-91 and the action of the bank in awarding the punishment is legal, justified and according to the provisions of Bipartite Settlement. It is further pleaded by the party no. 1 that the two documents demanded by the workman during the departmental enquiry were not relevant to the enquiry proceedings and as such, the enquiry officer rightly rejected the request of the defense for production of the documents by giving proper reasoning for the same and there was no intentional delay on the part of the management in initiating the departmental inquiry and the bank followed the procedure laid down in the Bipartite Settlement while initiating the disciplinary action against the workman and the ratio of the decision of the Hon'ble Kerala High Court, which has been cited by the union is not applicable to this reference and the enquiry officer has properly evaluated the facts brought before him during the course of enquiry and his findings are based on documentary evidence and evidence of witness examined during the course of enquiry and the disciplinary authority and Appellate Authority applied their mind properly while awarding the punishment and the enquiry conducted against the workman is fair and impartial and as such, the workman is not entitled for any relief.

4. As in this case, there was a departmental enquiry before awarding of the punishment, the validity of the departmental enquiry was taken for consideration as a preliminary issue. Taking into consideration the materials available on record and the pursis filed on behalf of the workman, that "the workman does not challenge the validity of the enquiry", vide order dated 21-10-2010, the departmental enquiry held against the workman was held to be valid, proper and in accordance with the principles of natural justice.

5. At the time of argument, it was submitted by the learned Advocate for the workman that during the enquiry, the workman had requested for supply of two documents, i.e. the fact finding report of the officer, who visited the branch of the bank in question immediately after 19-5-1981 and the insurance claim submitted by the bank in respect of the loss of Rs. One lakh as well as decision of the insurance company over the claim, but management refused to produce those documents and due to non-production of the said documents, the workman was deprived of reasonable opportunity of defence and on that ground the findings of the enquiry officer are vitiated and the punishment awarded is illegal.

Admittedly, in the course of enquiry the workman had asked for the documents mentioned above, but the enquiry officer rejected the request of the workman on the ground that those documents were not relevant for the enquiry.

It is well settled by the Hon'ble Apex Court in number of decisions that non-supply of documents which neither form part of the charge nor relied on by prosecution is not prejudicial so as to violate principles of natural justice and even if non-supply of relevant documents, the workman has to show how the non-supply of the alleged documents caused prejudiced to him and in absence of showing how alleged non-supply of documents caused prejudiced to the workman, the same cannot by itself vitiate the enquiry. In this case on perusal of the documents, it is found that the documents demanded by the workman did not form part of the charge and the same was also not relied on by the management and as such, for non-supply of the said documents, it cannot be said that the enquiry was vitiated and the punishment awarded was illegal.

6. It was further contented by the learned Advocate for the workman that the workman was acquitted in the criminal case, instituted against him, basing on the complaint lodged by the manager of the branch, and such acquittal was an honourable acquittal, and as such, the management was not entitled to proceed with the departmental enquiry against the workman on the same set of facts. However, I do not find any force in the contention raised by the learned advocate of the workman. It is well settled that even if an employee is acquitted of the offence with which he was charged in the criminal court, the management can initiate disciplinary proceedings against him, in respect of the same matter with the difference that, if he is found guilty in those proceedings, he cannot be dismissed but can only be terminated with three months' pay and allowances. It is also well settled that an acquittal of an employee by criminal court, even on merits, doesn't bar disciplinary proceedings against the employee on the same facts, and the standard of proof required for holding an employee guilty in a domestic enquiry is lower than that required to hold a person guilty in a criminal trial. An act or omission which may not technically constitute an offence may constitute misconduct and these are the reasons why

disciplinary action can be taken against an employee even after his acquittal in the criminal case.

7. The next contention raised by the learned Advocate for the workman was that the findings of the enquiry officer are perverted due to non-application of mind and wrong appreciation of the evidence on record and as the same are based on no evidence and the disciplinary authority also accepted the findings of the enquiry officer without any application of mind, and as such, the punishment awarded against the workman is required to be quashed and set aside.

On the other hand, it was submitted by the learned advocate for party no. 1 that the action of the bank in awarding the punishment is legal, justified and according to the provisions of the *Boatrite Settlement* and the enquiry officer had evaluated the facts brought before him during the course of the enquiry and his findings are based on documentary evidence and evidence of witness examined during the course of enquiry and Disciplinary Authority and Appellate Authority applied their mind properly, while awarding the punishment and the punishments imposed against the workman are neither harsh nor disproportionate to the proved misconduct of the workman in a fair and legal enquiry.

8. Perused the materials on record. Admittedly there was shortage cash of Rs. One lakh on 19-5-1981 and the workman was the cashier in-charge of the branch on that day. It is also found from the evidence on record that the shortage of cash occurred during the working hours of the day and the workman was holding the charge of the cash on that day. The evidence on record shows that the workman was responsible for shortage of the cash. The findings of the enquiry officer are based on the materials on record and reasons have been assigned by him in support of his findings. The punishment imposed against the workman cannot be said to be harsh or shockingly disproportionate to the proved misconduct against him and therefore, there is no scope to interfere with the punishment. Hence, it is ordered:

ORDER

The action of the management of Bank of Maharashtra, Regional Office, Jalgaon in awarding the punishment of withdrawal of cashier allowance permanently from the wages of Shri P.G. Kaskhedikar, clerk, w.e.f. 26-3-91, is legal and justified. The workman is not entitled for any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 29 जुलाई, 2011

का.आ. 2282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या

सीजीआईटी/एलसी/आर/77/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/172/2002-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th July, 2011

S.O. 2282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/77/03) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of UCO Bank, and their workmen, received by the Central Government on 21-7-2011.

[No. L-12012/172/2002-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/77/03

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri Pawan Kumar Saxena,
S/o Govind Prasad,
H.No. 14, Near Shahjahanabad,
Bhopal (MP)

....Workman

Versus

The Regional Manager,
UCO Bank,
Regional Office, E-5, Arera Colony,
Bhopal (MP)

.....Management

AWARD

Passed on this 16th day of June, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/172/2002-IR(B-II) dated 17-3-03 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of Assistant General Manager, UCO Bank in voluntarily relinquishing the services of Shri Pawan Kumar Saxena w.e.f. 24-8-2000 is justified? If not, what relief the workman is entitled for?”

2. The case of the workman in short is that the workman was appointed as a clerk-cum-cashier in the management Bank on 29-5-84. He was arrested in a criminal case on 9-6-98 and was in custody. In the said criminal case, he was finally acquitted on 21-7-01. While he released on bail on 21-1-99, he informed the management Bank and the reason for his absence. There was neither any reason nor any intention to leave the

service. The workman submitted his joining report alongwith medical certificates and order of the court on 24-8-2000. It is stated that the management Bank without service rules treated the workman that he has voluntarily relinquished his job and voluntarily resigned from the Bank Service. On these grounds, it is submitted that the management be directed to allow the workman to resume his duties with back wages.

3. The management filed Written Statement in the case. The case of the management, inter alia, is that the workman remained absent from 6-2-94 to 24-8-2000 i.e. about 6 years without any leave and without any information of sickness. The workman was frequently changing his last known address. It is stated that the management was forced to treat the workman as deemed voluntary relinquishment of employment and deemed resignation from job. It is submitted that the reference be answered in favour of the management Bank.

4. The workman died during the pendency of the proceeding. The legal heir substituted at his place.

5. The legal heir Smt. Saxena filed an application that her husband filed a petition before the Hon'ble High Court one week before his death and the same is numbered as W.P.No. 3310/05. The said writ is pending before the Hon'ble Court, regarding the same dispute and as such she does not want to raise the dispute in the Tribunal and wants to withdraw the same. The management Bank has also submitted to dispose off the application of the legal heir as has been prayed.

6. Considering the above aspect of the case, it is clear that the legal heir does not want to raise the dispute in the Tribunal in view of the writ application pending before the Hon'ble High Court. Thus this is a case of no dispute.

7. In the result, no dispute award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 29 जुलाई, 2011

का.आ. 2283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि काँस मॉस को. ऑफ बैंक लि., के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 27/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/96/2004 आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th July, 2011

S.O. 2283.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cosmos Co-op. Bank Ltd. and their workman, received by the Central Government on 21-7-2011.

[No. L-12012/96/2004-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE INDUSTRIAL TRIBUNAL MAHARASHTRA AT PUNE

Reference (IT) No. 27 of 2004

The Chairman & Managing Director,
The Cosmos Co-op. Bank Ltd.,
269/270, Shaniwar Peth, Pune-30. ... First Party

AND

The General Secretary,
Bank Karmchari Sangh,
1349-B Sadashiv Peth,
Chimanya Ganpati Chowk, Pune-30. ... Second Party

In the matter of reinstatement.

CORAM: **M.G. Choudhary, Presiding Officer**

APPEARANCES: Shri J.B. Shaligram,
Advocate for first party
Shri N.A. Kulkarni, Advocate
for second party

AWARD (30-4-2011)

The Government of India through Ministry of Labour in exercise of powers conferred under Sec-10 (1)(d) R/w. Sub. Sec-2(A) of the Industrial Disputes Act, 1947 referred the industrial dispute between above named parties which is mentioned in the schedule to the reference order which reads as under : -

“Whether the action of the management of Cosmos Co-op. Bank Ltd., (Multistate Schedule Bank) in demoting Shri A.M. Kusurkar to the post of senior clerk on the alleged charges of misconduct vide charge sheet dtd. 20-8-2001 is legal and justified? If not, to what relief the concerned workman is entitled to?”

2. In response to the notice issued by the Tribunal, both the parties appeared in the matter and filed the statement of claim and written statement. During the pendency of present dispute the first party employer by filing the application Exh.C -26 and also by raising the preliminary objection in the written statement contended

that this reference is referred by the Central Government to the Tribunal. In view of the order of the Hon'ble Bombay High Court in W.P. No.171/08 (copy enclosed) the present reference is not maintainable. According to the first party the ratio of the judgment of the Hon'ble Bombay High Court is fully applicable to this matter and requested to reject the reference as not maintainable.

The second party in his written say contended that the reference is made on 14-6-04 and the judgment of Bombay Co-op. Bank was delivered in 2007. According to the second party, every judgment of Supreme Court has a prospective effect, unless the Supreme Court so specifically indicates. It is further contended by the second party that enquiry is held as per Central rules and the misconduct is proved according to the first party as per central rules and requested to reject the application.

3. My Ld. Predecessor has already framed the issues at Exh.07 in the matter, as such the Issue no.1 is arising for my determination as preliminary issue

- (1) Whether present reference is maintainable?
- (2) What award?

My findings to above issues for the reasons recorded below are as under:-

- (1) No.
- (2) Reference stands rejected, as per order below.

REASONS

6. With the help of material on record I have considered the arguments of Advocates for both the parties at length and both of them have submitted their case as per material on record. In addition to that the Advocate for the first party in support of argument relied on the judgment of Hon'ble Bombay High Court in W.P. No.171/08 which is dtd.11-3-2008, the copy of same is annexed to Exh.C -26, in which the Hon'ble High Court has laid down the following ratio --

“Insofar as the question as to whether the appropriate Government in relation to Multi State Cooperative Banks carrying on business in more than one State, is the Central Government or the State Government, that is no more res integra. The Apex Court in the case of ‘Bharat Bank’ case (Supra) has analysed the relevant provisions of the concerned enactment to conclude that the appropriate Government in relation to a Multi State Cooperative bank carrying on business in more than one State would be the concerned State Government.”

7. Admittedly the present reference is made to the Central Government to this Tribunal and not by the State Government and as per the ratio laid down in the above said

case law the appropriate Government in relation to the first party is the State Government. I do not find any substance in the objections raised by the second party in his written say, as such relying on the ratio laid down by the Hon'ble Bombay High Court in the aforesaid case law, I hold that the present reference is not maintainable as appropriate Government for the first party is not Central Government and is the State Government, hence I answer issue No.1 in the negative.

AWARD

1. The Reference stands rejected as not maintainable.
2. No order as to costs.
3. Copies of this award be sent to Government for necessary action.

Pune: M.G. CHOUDHARY, Presiding Officer

Date: 30-4-2011

नई दिल्ली, 29 जुलाई, 2011

का.आ. 2284.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिहार क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 32(c)/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/51/2007-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th July, 2011

S.O. 2284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32(c) of 2007) of the Industrial Tribunal-cum-Labour Court, Patna as shown in the Annexure in the Industrial Dispute between Employers in relation to the management of Bihar Kshetriya Gramin Bank and their workmen, received by the Central Government on 27-7-2011.

[No. L-12012/51/2007-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD,
PATNA**

Reference Case No. 32(c) of 2007.

Between the management of the Bihar Kshetriya Gramin Bank, Head Office, Bhagat Singh Chowk, Munger, Bihar and their workman, Sri Pradeep Kumar Yadav, represented by the Deputy Secretary, Bihar Provincial Bank Employees'

Association, 203, Hariom Commercial Complex, new Dakbungalow Road, Patna (Bihar).

For the Management : Sri Shivaji Pandey, Sr. Advocate,
B.N. Tiwari and B.B. Sharan,
Advocates.

For the Workman : Sri Devi Kant Jha, Advocate &
Sri Birendra Kumar Jha, Advocate.

AWARD

Patna, dated the 19th July, 2011

By adjudication order No.L-12012 51/2007-IR(B-1) dated 17-9-2007, the Govt. of India, Ministry of Labour, New Delhi under clause (d) of sub-section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the act' for brevity) has referred the following dispute between the management of Bihar Kshetriya Gramin Bank, Head Office, Bhagat Singh Chowk, Munger, Bihar and their workman Sri Pradeep Kumar Yadav, represented by the Deputy Secretary, Bihar Provincial Bank Employees Association, 203, Hariom Commercial Complex, New Dakbungalow Road, Patna-1(Bihar) for adjudication to his Tribunal on following :

"Whether the action of the management of Bihar Kshetriya Gramin Bank in terminating the service of Sri Pradeep Kumar Yadav by issuing circular to the concerned Branch Manager without complying Section 25-F and not maintaining status quo as per Section 33(1) of I.D. Act and not regularising and reinstating and not giving him permanent status in a regular post of messenger-cum-sweeper is legal and justified? If not, what relief Sri Pradeep Kumar Yadav is entitled to?"

2. On notice parties appeared. On behalf of workman, Bihar Provincial Employees' Association appeared and filed Statement of claim. It has been pleaded in the statement of claim that the workman Sri Pradeep Kumar Yadav (hereinafter referred to as the workman) was appointed at Bhagalpur Branch of Bhagalpur Banka Kshetriya Gramin Bank as a subordinate staff w.e.f. 19-9-94 in a proper manner and on the instructions of Head Office of the Bank at Bhagalpur. Initially he was paid @ Rs. 10 per day which was later on increased to Rs. 40 per day and then again to 53.60 in the year 2000 and to Rs. 88.66 in the year 2003. He was engaged for full day work. He required the Bank for regularisation. Detailed particulars were called for from the Head Quater of the Bank which were sent in Oct. 2002. by that time he had worked for 2346 days. Branch Manager, Bhagalpur issued a certificate dated 1-7-2006 which state that the workman worked for 265 days between 16-8-2005 to 30-6-2006.

The management of Bihar Kshetriya Gramin Bank, Head Office Munger issued a circular proposing termination of services of the workman from 16-9-2006 who were not appointed in terms of circulars of the Bank. The workman apprehending termination of his services in violation of

Sec.25-F of the Industrial Disputes Act made a representation on 11-9-2006 to the Assistant Labour Commissioner (Central) Patna, who took steps by issuing notice to the Chairman, Munger Kshetriya Gramin Bank, Head Office, Munger fixing 15-9-2006 and simultaneously attention of the management was drawn towards Sec.33(1) of the I.D. Act during the pendency of Industrial Dispute. On 15-9-2006 both the parties appeared before A.L.C. The representative of the management asked for adjournment. In the course of proceeding the representative of the management agreed to maintain status quo as per Sec.33(1) of the Industrial Disputes Act and the proceeding was adjourned to 3-11-2006. In course of conciliation proceeding on next date Bihar Provisional Employees' Association, Patna espoused an Industrial Dispute for regularisation of service of the workman and subsequently on 16-10-2006 served a notice threatening to launch agitation programme including strike if the workman was retrenched and not regularised. The Assistant Labour Commissioner (Central) Patna vide his letter dated 20-9-2006 intimated result of the proceeding held in his office on 15-9-2006, in which the management's representative had agreed to maintain status quo as per Sec.33 of the I.D. Act. However the management terminated the services of the workman on 15-9-2006 in violation of Sec.25-F and Sec.33 (1) of the Industrial Disputes Act. The approval of conciliation officer was not taken for termination of services of the workman. After failure report from Assistant Labour Commissioner this Industrial disputes has been referred to this Tribunal for adjudication. In a nut shall the case of the workman is that he had put in more than 240 days of continuous service within 12 months proceeding the date of his termination. His services were terminated without any notice an notice pay and without retrenchment compensation. Status quo as required under Sec.33 of the Industrial Disputes Act was not maintained. the action of the management in terminating the services of the workman is retrenchment and the management did not follow the rules 77 of the Industrial Disputes Central Rules and did not display the name of the workman in the category of the workman in accordance with their seniority. Further the case of the workman is that the management committed an unfair labour practice by keeping on tenterhooks without absorbing him as permanent. Further the case of the workman is that he was working against a permanent post in Bhagalpur Branch of the Bank since 19-9-94.

3. Management of Bihar Kshetriya Gramin Bank, Munger have filed their written statement. Their case is that Bihar Kshetriya Gramin Bank, Munger (hereinafter referred to as bank has been created under Regional Rural Banks Act, 1976 with 50% share belonging to the Central Govt. 15% share belonging to the state Govt. 15% and 35% share belonging to the sponsoring Bank. The Bank is guided by the circulars of the Govt. of India, Reserve Bank of India and Nabard, Bank is state within the meaning of Article 12 of Constitution of India and as such the appointment and the employment in the Bank against rule

and regulation and article 14 and 16 of the Constitution of India is nullity and any person appointed without following rules and regulation will not be protected under the provisions of Industrial Disputes Act so much so under Sec.25-F of the Industrial Disputes Act. The appointment of any employee without advertisement or without calling names from Employment Exchange, without following procedure for appointment and without adhering to rule of reservation is nullity and are treated as back door employment and will not give any right to such employee under any law. Ministry of Finance Department of banking issued a circular vide D.O.No.F.O-27/75-SC 26th November, 1975, whereby and whereunder decided the class and strength of officers and Employees to be appointed by Regional Rural Banks viz-Branch Manager, Field officer, Accountant, Clerk, Junior Clerk and this circular also provides for their emoluments. This circular specifically says that no peon or his equivalent by any designation would be employed by Regional Rural Banks. Services of those who are reported to have been appointed already may be dispensed with immediately.

4. Bhagalpur-Banka Kshetriya Gramin Bank was amalgamated with Bihar Kshetriya Gramin Bank. Branch Managers of Kshetriya Gramin Bank beyond needs and against the rules and regulations had employed number of persons in each Branch on daily wages. They were engaged on daily wages without any advertisement, without calling the name from the Employment Exchange and without following the rule and regulation of employment in violation of article 14 and 16 of Constitution of India. Service Regulation made by Bihar Kshetriya Gramin bank is not applicable to any person engaged temporarily on daily wages and as such they are not treated as employees of the Bank. Having considered the problem of part time messenger-cum-sweeper employed by Kshetriya Gramin Bank all over India, NABARD issued a circular to treat as regular employee of R.R.B. all such messenger-cum-sweeper who were in service as on 22-2-1991 and who had completed 240 days of continuous service. It was one time regularisation. It is the case of the Bank that in a Branch where there was already full time messenger any person engaged after 22-2-1991 as sweeper or on any other designation on daily wages was against the circular of the Central Govt. as well as the NABARD and all engagement of those class of persons are illegal, nullity and such person is not entitled to protection U's.25-F of Industrial Disputes Act. With the general pleadings as aforesaid, it has been specifically pleaded that the workmen concerned in this reference was engaged on daily wages without following the rules of appointment, without advertisement, without calling the names from the Employment Exchange, without following process of selection and without following rules of reservation. The workman was not given any appointment letter and it was verbal engagement on part time basis. Further the case of the Bank is that the workman Sri Pradeep Kumar Yadav was not member of the Union. Therefore Bihar Provincial Gramin Bank Employees

Association has no right to represent the workman in this case. In reply to specific pleading of the statement of claim regarding employment of the workman and his working continuously since 19-9-94, there is no specific denial. It has been repeatedly said in the pleading of the Bank that Sec. 25-F of the Industrial Disputes Act is not applicable in this case and the workman is not entitled to any relief.

5. On the basis of the terms of reference and pleadings of the parties following question are required to be decided in this reference

- (i) Whether workman Pradeep Kumar Yadav has proved that he worked for 240 days or more continuously within 12 months immediately preceding termination on of his service?
- (ii) Whether the action of the management in terminating the services of Sri Pradeep Kumar Yadav without complying with Section 25-F of Industrial Disputes Act is legal and justified?
- (iii) Whether the action of the Management in not maintaining status quo as per Sec.33 of the Industrial Disputes Act is legal and justified?
- (iv) Whether the action of the management in not regularising and reinstating and not giving Pradeep Kumar Yadav permanent status on a regular post of messenger-cum-sweeper is legal and justified?
- (v) To what relief Pradeep Kumar Yadav is entitled to?

6. Question No.(i) : The case of the workman is that he was appointed engaged w.e.f. 19-9-94. He has put in a total number of 2346 days of service by Oct., 2002. He has completed more than 240 days of continuous service in each year particularly within 12 months immediately preceding his termination from 16-9-2006. This claim of the workman has not been denied specifically by the Bank in written statement. Rather the witness examined on behalf of the Bank M.W.1 Sri Yad Kumar, who is a Senior Manager (Personnel) of Bihar Kshetriya Gramin Bank, Munger stated in his cross-examination (paragraph 21) that Sri Pradeep Kumar was engaged by Bhagalpur Branch in the year 1994 and he worked upto 2006. He was removed in Sept. 2006. He was removed from work without notice. No pay in lieu of notice was given to workman and no compensation was given to the workman. This statement by a Senior Manager of Personnel Department of the Bank in the witness Box is can did admission of the case of the workman that he worked for the Bank from 1994 to 2006 and he was removed/terminated without any notice and compensation. Besides this admission by the management the workman examined as W.W.1 has also stated that he worked from 19-9-94 within 12 months preceding the date of his termination he had completed 240 days of continuous service. He has produced documentary evidence also. Most clinching evidence is Ext W/1 read with Ext.W/16 and W/17 Ext.W. 1 is a certificate granted by the Branch Manager of Bhagalpur Branch that Pradeep Kumar Yadav worked for 265

days between 16-8-2005 to 30-6-2006. Ext.W/16 is regarding payment of Rs. 1717 to the workman was daily wages for the month of July and Ext.W/17 is regarding payment of Rs. 2613 to Pradeep Kumar Yadav as daily wages for August, 2006 and September, 2006. There three documents are sufficient to prove that Pradeep Kumar Yadav worked continuously for more than 240 days, with 12 months immediately preceding termination of his services.

7. Question No.(ii) : The main defence put forward by the Bank is that Bihar Kshetriya Gramin Bank, Munger has been created under the Regional Rural Bank Act, 1976. It is guided by the direction and circulars issued by the Central Govt./Reserve Bank of India/NABARD. The workman was earlier illegally engaged by local Management of a Branch of Bhagalpur-Banka Kshetriya Gramin Bank without advertising the vacancy, without calling for the names from the Employment Exchange and without following any procedure of appointment. Later on Bhagalpur-Banka Kshetriya Gramin Bank merged with Bihar Kshetriya Gramin Bank. In 1991 by a circular part time messenger-cum-sweeper who had completed 240 days of continuous service were ordered to be treated as regular employee of R.R.Bs. In the same circular there was complete ban or further employment of part time or full time sweeper of messenger. The workman was engaged on 19-9-94 and as stated above without any notification of vacancy, without any advertisement, without calling for names from employment Exchange and without following any procedure. Such an employment is illegal and the person appointed has no legal right. His engagement was nullity and he will not get the protection of Sec.25-F of the Industrial Disputes Act, 1947. The learned counsel appearing on behalf of the management argued this aspect of the case vehemently. In this regard reliance was placed by the learned Counsel for the management on Constitution Bench decision on of Hon'ble Apex Court in Secretary, State of Karnataka Vs. Uma Devi and others AIR-2006-SC-1806 :

“Unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his terms of appointment. It has also to clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the Court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by

the very nature of their appointment, do not acquire any right. High Courts acting under Art. 226 of the Constitution of India, should not ordinarily issue directions for absorption, regularization, or permanent continuance unless the recruitment itself was made regularly and in term constitutional scheme. Merely because, an employee had continued under cover of an order of Court, which is described as litigious employment, he would not be entitled to any right to be absorbed or made permanent in the service. In fact, in such cases, the High Court may not be justified in issuing interim directions, since, after all, if ultimately the employee approaching it is found entitled to relief. It may be possible for it to would the relief in such a manner that ultimately no prejudice will be caused to him, whereas an interim direction to continue his employment would hold up the regular procedure for selection or impose on the state the burden of paying an employee who is really not required. The Courts must be careful in ensuring that they do not in therefore unduly with the economic arrangement of this affairs by the State or its instrumentalities or lend themselves the instrument to facilitate the by passing of the constitutional and statutory mandates"

8. The learned Counsel appearing on behalf of the workman argued that the case before the Hon'ble Apex Court in the matter of Uma Devi was not a case under Industrial Disputes Act. The case before the Hon'ble Apex Court was only limited on the question of regularisation. The Industrial Disputes Act has provisions for protection of interest of the workman and any retrenchment or termination of service without complying with the required provisions is illegal and the workman so retrenched or dismissed deserves relief of reinstatement with full back wages. The learned counsel further argued that it is not that the workman in this case was engaged by the local branch without approval of the Head Office of the Bank. He referred a letter dated 3-10-1994 from Head Office of Bhabhager-Banka Kshetriya Gramin Bank assist then was, regarding employment of the workman and on the basis of that letter he was appointed. This letter was received from the Head Office of the Bank in response to letter Ext.W/3 written by the Branch on 22-9-94 asking for engagement of a messenger on daily wages. Exts. W/5, W/6, W/7 and W/9 relating to payment of wages, Bonus, D.A. etc. to daily wagers.

This is a case under Industrial Disputes Act. As to the termination of service of the workman was based on a circular of NABARD requiring R.R.Bs. to discontinue with the services of persons engaged as sweeper or messenger on daily wages basis or on part time basis. Admittedly no notice was given to the workman. No pay was given to the workman. No compensation was given to him. Non-compliance of provisions of Sec.25-F of the Industrial Disputes Act is thus admitted. There is no dispute that provisions of Sec. 25-F of the Industrial Disputes Act were not complied with to which in my opinion,

the workman was entitled. Uma Devi's case (Supra) was not a case under Industrial Disputes Act. It was held by Hon'ble Supreme Court in *Krishan Singh Vs. Executive Engineer*, 2010 AIR SCW 1862 (paragraph 12) that decision in *Uma Devi's* case relates to regularisation in public employment and has no relevance to an award under Section 10A of the Industrial Disputes Act.

10. Question No. (iii) : The case of the workman is that having sensed the termination of his services on the basis of so called circular of NABARD he made a representation on 11-9-2006 to the Assistant Labour Commissioner (Central), Patna to intervene in the Industrial Disputes for amicable settlement of the matter. At Patna issued notice to the Chairman of the Bank, fixing 14-9-2006 for conciliation. On 15-9-2006 parties appeared before A.L.C., Patna, representative of the management sought for an adjournment for a month. However a course of proceeding the management's representative agreed to maintain status quo as per Sec.33(1) of the Industrial Disputes Act during the pendency of an Industrial Disputes, But the management terminated the service of the workman w.e.f. 16-9-2006.

11. The learned Counsel for the workman argued that when an industrial disputes was pending for conciliation before the Conciliation Officer, it was mandatory for the management to comply with the provisions of Sec.33(1) and Sec.33(2) of the Industrial Disputes Act. The management did not obtain the permission of the Conciliation Officer to terminate the service of the workman. The management did not even apply for such permission. The learned Counsel for the workman argued that the order of termination of service of the workman under such circumstances is nullity in eye of law and non est. Under such circumstances the workman should be treated as in employment without any break of his services. In this regard the learned Counsel for the workman relied upon *Jaipur, Zila Sahakari Bhumi Vikash Bank Ltd., Vs. Ram Gopal Sharma & Ors.* wherein Hon'ble Apex Court held that proviso to Sec.33(2)(b) are mandatory and its compliance is must to make an order of discharge or dismissal passed under Sec. 33(2)(b) operative. The proviso can not be diluted are dispensed by the employer. He can not disobey the mandatory provision and then say that the order of discharge or dismissal made in contravention of Sec. 33(2)(b) is not void or inoperative. The protection afforded to a workman under the said provision can not be taken away. It was held by the Hon'ble Apex Court...

"1. Where an application is made under Section 33(2)(b) proviso, the authority before which the proceeding is pending for approval of the action taken by the employer, has to examine whether the order of dismissal or discharge is bona fide; whether it was by way of victimization or unfair labour practice; whether the conditions contained in the proviso were complied with or not. If the authority refuses to grant approval, it follows that the employee continues to be in service

as if the order of discharge or dismissal had never been passed. The order of dismissal or dismissal passed invoking Sections 33(2)(b) dismissing or discharging an employee brings an end of relationship of the employer and employee from the date of dismissal or discharge but that order remains incomplete and inchoate as it is subject to approval of the authority under the said provision. In other words, this relationship comes to an end de jure only when the authority grants approval. If approval is not given, nothing more is required to be done by the employee, as it will have to be deemed that the order of discharge or dismissal had never been passed."

It was further held that...

"The view that when no application is made or the one made is withdrawn, there is no order of refusal of such application on merits and as such the order of dismissal or discharge does not become void or inoperative unless set aside under Section 33-A, can not be accepted. Not making an application under Section 33(2)(b) seeking approval or withdrawing an application once made before any order is made thereon, is a clear case of contravention of the proviso to Section 33(2)(b)."

12. The learned Advocate appearing on behalf of the management argued that no Industrial Disputes was pending for conciliation before Asstt. Labour Commissioner (Central) Patna on the date of dismissal or termination of service of the workman. Since there was no Industrial Disputes pending for conciliation, there is no question of application of Sec.33 or proviso to Sec.33(2)(b) of the Industrial Disputes Act. The learned Counsel argued that the workman apprehending termination his services filed a petition before Assistant Labour Commissioner (Central), Patna. But it was not an industrial disputes. The Industrial Disputes was not espoused on that date by the Union or substantial number of workman or workmen as class.

13. In order to appreciate the aforesaid argument by the parties it is necessary to have a look on the provisions of Sec.33 of the Industrial Disputes Act, which reads as follows :

33. "Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings—

(1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before (an arbitrator or) a Labour Court or a Tribunal or National Tribunal in respect of an Industrial Disputes, no employer shall

(a) In regard to any matter connected with the dispute, alter to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or

otherwise, any workman concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute (or where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman) "

(a) alter, in regard to any matter not connected with the dispute the conditions of service applicable to that workman immediately before the commencement of such proceedings; or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman;

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute—

(a) by alerting, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or

(b) by discharging or punishing whether by dismissal or otherwise, such protected workman,

save with the express permission in writing of the authority before which the proceeding is pending.

Explanation—For the purpose of this sub-section, a "protected workman," in relation to an establishment, means a workman who being (member of the executive or other office bearer) of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.

(4) In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be determined by the total number of workmen employed in the establishment subject to a maximum number of ten per cent of the total number of workmen employed in the establishment. The number of protected workmen shall be determined by the approval of the authority before which the proceeding is pending. The authority may, in such proceeding, make such provision for the recognition of protected workmen among various establishments connected with the establishment.

which the workman may be chosen and recognised as protected workmen.

(5) Where an employer makes an application to a conciliation officer, Board [an arbitrator, a Labour Court Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass (within a period of three months from the date of receipt of such application), such order in relation thereto as it deems fit].

(Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit;

Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed.”)

It appears from plain reading of Sec. 33 that pendency of any conciliation proceeding or any proceeding with respect to an industrial dispute is condition precedent for application of that Section. The Section starts with the words during the pendency of any conciliation proceeding..... in respect of any "industrial dispute". The provisions u.s. 33 become applicable only when a conciliation proceeding or any proceeding referred to in that Section is pending before any authority mentioned therein with respect to an "Industrial Dispute". Pendency of an industrial dispute is "sine qua non" for enforcing the Bar u.s. 33 of the Industrial Disputes Act. Two conditions must be fulfilled to attract the bar u.s. 33 of the Act.

- (i) There must be an industrial dispute and
- (ii) There must be a conciliation proceeding or any other proceeding mentioned in the Section pending before any of the authorities mentioned in the Section.

14. Now let us examine whether any industrial dispute was pending on the date of termination service of the workman. The case of the workman is that he apprehending termination of his service in the light of or on the basis of Circular of NABARD filed a petition before Asstt. Labour Commissioner (Central) Patna who issued notice to the management fixing 15-9-2006 a date for conciliation. But it is not any industrial dispute. It was not a dispute between employer and workman. It was a petition by an individual workman apprehending termination of his services. Therefore it was not an industrial dispute. "Industrial dispute" has been defined in Section 2(k) of the Industrial Disputes Act.

2(k) Industrial Dispute means any dispute or difference between employers and employees, between employers and workmen, or between workman and workmen, which is connected with the

employment or non-employment of
employment or with their family
persons.

It is clear from the plain meaning of the terms "Industrial Dispute" that the men are involved as a class. When a particular workman the chairman of a trade union effects the right of workmen to join a Dispute at least one of the objects of men acting collectively etc. is to establish

It was found that the model that was envisaged in Section 2.1 is not the best one, which reads:

¹² 2A 104 is not a "rule" and is not deemed to be an "order" under the

"Whereas the said individual workmen and workwomen and their representatives have been guilty of such discipline as shall be deemed to be in violation of the standing that the said company has and is a party to a contract with the

It is obvious that the "dispute" contemplated by 2A may arise only after discharge, layoff, or otherwise from an employment relationship with a workman. Discharge, layoff, or otherwise from terminations of employment with an employer is an individual's day-to-day work-related activity of 2A. Unless an individual is discharged, laid off, or retrenched, discharged, dismissed, or otherwise, cannot raise an industrial dispute under 2A, it cannot not include layoff, retrenchment, or dismissal on ground to deem "industrial dispute" as defined

In the case in hand, the dispute between Patna was a dispute of "supply of water service". This kind of dispute is not industrial and can not be an industrial dispute within the meaning of Industrial Disputes Act.

It was argued on behalf of the Union that the Union espoused the cause and took action on 16-10-2006. Even if this argument is accepted, industrial dispute starts from 16-10-2006. The Union took up the cause but not before that. From espousal of industrial dispute by Union on 16-10-2006 a later date cannot make the industrial dispute from back date or having retrospective effect. The aim of the view that no industrial dispute arose as such no conciliation proceeding relating to it was pending before Assit. Labour Commission Patna on 15-9-2006 and as such the termination of the workman is not liable to set aside under Act.

14. Question: No. five (5). Answer: A workman argued that a "negative" test

अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी 2/30 ऑफ 2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/27/2007-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th July, 2011

S.O. 2285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2008) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, received by the Central Government on 14-7-2011.

[No. L-12011/27/2007-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT: K. B. KATAKE, Presiding Officer

Reference No. CGIT-2/7 of 2008

Employers in relation to the Management of State Bank of India

The Assistant General Manager,
State Bank of India
Indian Institute of Technology (Powai Branch)
Mumbai Code 1109
Phone No. 3000076

And

For Workmen

The General Secretary
State Bank of India Staff Union (Mumbai Circle)
'Synergy', Plot No. C-6
C-Block, Ground Floor
Bandra Kurla Complex
Bandra (E), Mumbai -400 051.

APPEARANCES:

For the Employer : Mr. M.G. Nadkarni, Advocate

For the Workman : Mr. Abhay Kulkarni, Advocate

Mumbai, dated the 6th June, 2011

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-12011/27/2007-IR (B-1), dated 7-1-2007 in exercise of the powers conferred by clause (3) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication

"Whether the action of the management of SBI in holding departmental enquiry and terminating the

services of Mr. M. T. Jassani, workman after acquittal from the Court of Law, is right, proper and justified. If not, what privileges and statutory benefits is the workman entitled to?"

2. After receipt of the reference, notices were issued to both the parties. Second party union filed their statement of claim at Ex-6 making out case in respect of the dismissal from service of one of its members Mr. M. T. Jassani i.e. the workman concerned. First party management resisted the statement of claim by its written statement at Ex-7. Issue are framed at Ex-10 and the matter was fixed for filing of documents and list of witness by both the parties.

3. Today, the second party union filed an appeal at Ex-11 through their advocate for withdrawing the reference stating that the workman is not interested in pursuing the case further. Hence the order :

ORDER

Reference is dismissed as withdrawn.

Date: 6-6-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 29 जुलाई, 2011

का.आ. 2286.—श्रद्धांगिक विवाद अधिनियम, 1947 (14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा अधिनियम के प्रबंधकों के संवद्ध नियोजकों और उनके श्रम बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार के अ अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी 2/30 ऑफ 2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल 3/012/03/2007-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th July, 2011

S.O. 2286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2008 of 2/30 of 2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of the Ship 'Chanakya' and their workmen, received by the Central Government on 21-7-2011.

[No. L-12011/27/2007-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT: K. B. KATAKE, Presiding Officer

Reference No. CGIT-2/30 of 2010

Employers in relation to the management of the Ship 'Chanakya'

Capt. Superintendent,
Training Ship Chanakya
At Village Karve,
Nerul,
Navi Mumbai-400 706.

AND

Their Workmen

Shri Hemant S. Bhoir
At Karve
Post Dharave,
Opp. T. S. Chanakya
Navi Mumbai-400 706.

APPEARANCES:

For the Employer : Mr. M. B. Anchan, Advocate

For the Workmen : No appearance.

Mumbai, dated the 8th June, 2011

AWARD

The Government of India, Ministry of Labour and Employment by its Order No. L-31012/03/2010-IR (B-II), dated 1-4-2010 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following Industrial dispute to this Tribunal for adjudication:

“Whether the action of Captain Superintendent, Training Ship, Chanakya, Mumbai in terminating the services of Shri Hemant S. Bhoir, Ex.-Mali with effect from 1-6-2007 is legal, just and proper? What relief the workman concerned is entitled to?”

2. After receipt of the reference both the parties were served with notices. Workman appeared in this matter in person. He took number of dates for filing statement of claim. Advocate J. H. Sawant also appeared for workman. However vakalatnama was not filed. At the request of workman, few more dates were given for filing the statement of claim. As statement of claim is not filed, no statement of claim order was passed. As workman has not filed statement of claim, the reference could not be heard and decided on merit. Thus the same is dismissed for default. Hence the order:

ORDER

Reference is dismissed for default with no order as to cost.

Date : 8-6-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 29 जुलाई, 2011

का.आ. 2287.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 24/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/69/2008-IR (B-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th July, 2011

S.O. 2287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 21-7-2011.

[No. L-12011/69/2008-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 24 of 2008

Parties : Employers in relation to the management of
Bank of Baroda

AND

Their workmen.

Present : Mr. Justice Manik Mohan Sarkar, Presiding Officer

APPEARANCES:

On behalf of the : Mr. S. R. Das, Manager of the Bank.
Management

On behalf of the : Mr. K. Bhattacharya, General
Workmen Secretary of the workmen union.

State : West Bengal. Industry : Banking.

Dated : 28th June, 2011

AWARD

By Order No. L-12011/69/2008-IR (B-II) dated 18-9-2008 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Bank of Baroda, Kolkata Metro Region in abolishing 24 regular posts of Computer Operators and not filling of the posts carrying special pay like Head Cabinier, Head Peon, Daftary etc. in violation of Clause 9.4 of the bank level settlement dated 18-3-2001 is justified? What relief the concerned workmen are entitled to?”

नई दिल्ली, 1 अगस्त, 2011

का.आ. 2289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 50/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-8-2011 को प्राप्त हुआ था।

[सं. एल-12011/6/2011-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st August, 2011

S.O. 2289.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 01-8-2011.

[No. L-12011/6/2011-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Monday, the 18th July, 2011

Present : A.N. Janardanan, Presiding Officer**Industrial Dispute No. 50/2011**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman)

BETWEEN

The General Secretary
Indian Bank Employees Association
No. 250 (Old No. 197), Linghi Street
Chennai-600001

... 1st Party/Petitioner Union

Vs.

The Chief Personnel Officer,
Indian Bank, Head Office,
Rajaji Salai, Chennai-600001

... 2nd Party Respondent

APPEARANCE :

For the 1st Party	:	Sri G. Gopal, Authorized
Petitioner Union	:	Representative
For the 2nd Party	:	M s. T.S. Gopalan & Co.
Management	:	Advocates.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12011/6/2011-IR (B-II) dated 06-06-2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Indian Bank, Chennai in imposing the punishment of "Reduction to a lower stage in the scale of pay by two stages with cumulative effect for a period of one year for Charge No.1" and "Reduction to a lower stage in the scale of pay by two stages with cumulative effect for a period of one year for Charge No.2" on Sri M. Srinivasan vide order dated 21-08-2008 is legal and justified? What relief the workman is entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 50/2011 and issued notices to both sides. The Respondent entered appearance through Counsel, petitioner through his legal representative filed a letter to the effect that the employee whose cause was espoused in the ID has been promoted to the Officer cadre and that the present dispute being no longer pursued the same may be treated as withdrawn and that it is not proposed to file any Claim Statement. No Counter Statement was filed.

3. Points for consideration are:

- (i) Whether the reduction to the lower stage in the scale of pay by two stages cumulatively for 1 year for Charge No.1 and the same reduction by 2 stages cumulatively for 1 year for Charge No.2 on Sri M. Srinivasan by the Management of Indian Bank is legal and justified?
- (ii) To what relief the concerned workman is entitled?

Points (i) & (ii)

4. The ID has not been proceeded with an enquiry and the petitioner, his representative reported in writing that the employee has gone on promotion to the Officer cadre and the present dispute is not being pursued by filing any Claim Statement and the same is sought to be withdrawn.

5. Accordingly, the ID is dismissed as withdrawn without any adjudication.

... read by the P.A., transcribed and typed by him, read and pronounced by me in the open court on this 21st day of July, 2011)

A. N. JANARDANAN, Presiding Officer

Parties Appeared :

1st Party/Petitioner Union : None

2nd Party/Management : None

Parties Marked :

1st Party/Petitioner's side

Date Description

Nil

2nd Party/Management's side

Date Description

Nil

नई दिल्ली, 1 अगस्त, 2011

क्र. सं. 2296.—औद्योगिक विवाद अधिनियम, 1947 (1947 का अधिनियम 17 के अनुसार) में, केन्द्रीय सरकार चेन्नई पोर्ट ट्रस्ट के संदर्भ संख्या 3/2008 के अधीन औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक विवाद आयोग, चेन्नई के पंचाट (संदर्भ संख्या 3/2008) प्रमाणित करने में जो केन्द्रीय सरकार को 01-8-2011 को प्राप्त हुआ।

[सं. एल-33012/1/2007-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st August, 2011

Ref. No. 2296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2008) of the Central Government Industrial Tribunal-cum-Labour Court as shown in the Annexure in the Industrial Dispute between the management of Chennai Port Trust and its workmen, received by the Central Government on 01-8-2011.

[No. L-33012/1/2007-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

THE CENTRAL GOVERNMENT
INDUSTRIAL-CUM-LABOUR COURT,
CHENNAI

This Day, the 21st July, 2011

Present, A. N. Janardanan, Presiding Officer

Industrial Dispute No. 3/2008

(In the matter of the dispute for adjudication under sub-section (d) of sub-section (1) and sub-section 2(A) of

Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Chennai Port Trust and their Workmen)

BETWEEN

Sri N. Rajan (Deceased)

... 1st Party Petitioner

1. Smt. N. Indhirani

2. Smt. R. Vasantha

3. Smt. R. Jayanthi

4. Smt. R. Jayavel

AND

The Chairman

... 2nd Party/Respondent

Chennai Port Trust,

Rajaji Salai, Chennai-600001

APPEARANCE :

For the 1st Prty/Petitioner : Sri D. Muthu Kumar

For the 2nd Party/Management : Sri M.R. Dharanabander

AWARD

The Central Government, Ministry of Labour vide its Order No. L-33012-1/2007-IR(B-II) dated 17-12-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is

“Whether the action of the management of Chennai Port Trust in dismissing the services of Sri N. Rajan is legal and justified? If not, to what relief is the workman entitled?”

2. After the receipt of Industrial Dispute this Tribunal has numbered it as ID 3/2008 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter statement as the case may be. Pending enquiry petitioner expired and thereupon supplemental petitioners from 2 to 4 were impleaded as legal heirs of the deceased petitioner on whose behalf amended Claim Statement was filed where after Additional Counter Statement was also filed by the Respondent.

3. The averments in the Amended Claim Statement under the caption “Petition under Section 2(A) and 2 of the ID Act” are as follows :

The 1st petitioner Sri N. Rajan died on 28-12-2009. He was appointed as Mazdoor under the Respondent in 1980, where after was posted as Gang Mazdoor on 01-07-1982 and after wards promoted as Mistry on 28-12-1998. He was dismissed from service on 01-10-1999 for the misconduct of unauthorized absence not being charge sheeted for unauthorized absence from 01-10-1998

to 28-09-1998. He had been afflicted with depression and was under treatment with Dr. M. Thirunavukarasu since July 1996. It was during the period that the enquiry was held against him. The 1st petitioner had not been in a sound state of mind due to mental depression. He could not attend work. He had stated that his absence was only due to mental depression, which did not weigh consideration with the authorities. On recovery when he approached for reinstatement it was refused. Enquiry held was not valid which was not held in a fair and proper manner. Principles of natural justice were not followed. He was not served with the copy of enquiry proceedings or finding. His absence from duty was due to reason beyond his control and is therefore not to be blamed. His appeal was also not considered in proper perspective. He should have been referred to medical test. These facts are not disputed by the Respondent. A heir of the deceased is to be given employment under compassionate appointment scheme and death-cum-terminal benefits have to be disbursed to the heir.

4. The allegations in the Counter and Additional Counter Statement are briefly as follows :

The ID raised after more than 9 years of the dismissal shows lack of interest in work of the workman and that the dismissal is justified. Deceased petitioner on 28-12-1998 stated in his explanation that due to family circumstances and depression he was unable to attend duty. Being not satisfied enquiry notice dated 10-02-1999 was issued and enquiry was started on 19-05-1999 in which he participated and admitted his inability to attend duty due to family problems and disturbed mind. Enquiry Report dated 09-06-1999 held the charges proved. To the second show cause notice dated 27-07-1999 he submitted explanation on 19-08-1999 stating that he was suffering from jaundice and family problems. He was removed from service w.e.f. 04-10-1999. For similar charges he had already been given 3 punishments. After the present charge also he absented himself from work from 07-01-1999 to 20-04-1999 and from 09-08-1999 to 17-08-1999. After rejection of 1st appeal on 26-11-1999 he submitted another appeal only after 7 years on 24-4-2006 which was rejected on 15-07-2006. The attendance details of the deceased from 1980 till dismissal in 1999 scheduled in the counter statement show that he is a habitual absentee. It shows that he is not interested in his work leaving no option other than to dismiss him. He has stated that he had separated from his family. He did not produce any Medical Certificate. Depression would be only for short period and not continuing for a long period. The deceased had a sound mind. If deceased petitioner was under depressed mind he could not be anticipated to rejoin till recovery because productivity is more important to run the organization in the competition field. It is for him to disprove charge by producing Medical Certificate and not by the Respondent Compassionate Appointment is given only in dying in harness. No

question of Compassionate Appointment arises in the case of the deceased who died after dismissal from service. The dismissed employee is not entitled to any Gratuity or any other terminal benefits. The claim is to be dismissed

5. Points for consideration are :

- (i) Whether the dismissal from service of Sri N. Rajan is legal and justified?
- (ii) If not, what benefits the legal heirs or any of them are entitled?

6. Evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W4 on the petitioner's side and the testimony of MW1 and Ex.M1 to Ex.M25 on the Respondent's side.

Points (i) and (ii)

7. Heard both sides. Perused the documents, records and written arguments filed on behalf of the petitioner. Petitioner has had made clear during enquiry that due to his mental depression and domestic problem he was not able to attend duty which was not at all considered by the Enquiry Officer. The enquiry according to petitioner should not have been held under his that state of mind. Actually he should have been referred for medical check-up to obtain a report regarding his fitness to withstand the enquiry. He has not been provided with an opportunity to comment on the enquiry report. The charges are not proved in the above background of the case and the charges being not proved past record of misconduct could not have been referred to. The fact disclosed by the petitioner as to his sickness was brushed aside by the Enquiry Officer in proceeding with the enquiry. Both Disciplinary Authority and Appellate Authority failed to consider the merits of the enquiry with due application of mind but acted in a mechanical manner. The petitioner has had his promotion in 1982 as well as in 1998. He being illiterate he was being slowed down at every stage at which action was to emanate from him due to his bad state of mind which is not deliberate. Hence delay in raising the ID is not material. Only in a case when the ongoing charge is proved question of previous conduct arises for consideration. He also relied on the decisions of the Supreme Court in :

- Chairman-cum-Managing Director of Hindustan Petroleum Ltd. and Another v. Hindustan Petroleum Employees Union, Choudhury and others v. Hindustan Petroleum Employees Union, wherein it is held that "The fact that the employees were absent for a long period of time was not a sufficient reason for dismissal. The fact that the employees were absent for a long period of time was not a sufficient reason for dismissal. The fact that the employees were absent for a long period of time was not a sufficient reason for dismissal."
- In the case of Hindustan Petroleum Ltd. v. Hindustan Petroleum Employees Union, the Supreme Court held that the fact that the employees were absent for a long period of time was not a sufficient reason for dismissal. The fact that the employees were absent for a long period of time was not a sufficient reason for dismissal. The fact that the employees were absent for a long period of time was not a sufficient reason for dismissal."

Aringer Anna Primary Agriculture Co-operative Bank Vs. 1, Presiding Officer, Labour Court, Pondicherry, 2, Arangasamy (2010-4-LLN-476) wherein Madras High Court held "the delay or laches cannot be assessed solely on account of physical running of time. This has to be appreciated considering the facts available on record. To throw out a matter on the question of delay, it should be established that there has been a supine indifference on the part of the persons approaching the Court/forum or a deliberate inaction. In the case on hand the second respondent being a low wage earner, cannot be faulted for having repeatedly represented to the petitioner for reinstatement and thereafter invoking the provisions of the Industrial Disputes Act. Hence, I am not able to accept the contentions raised by the petitioner in this regard".

In the judgment of High Court of Madras dated 12-4-2006 in WP No. 3265/2005 his Lordship Justice P. Jyothimani held as follows: "therefore, in my considered view, the past conduct which has been from 1994 onwards need not be given much importance for the purpose of inflicting a major punishment of dismissal from service".

In Tamil Nadu State Transport Corporation (Madurai) Ltd. Formerly known as the Managemant of Kattabomman Transport Corporation Ltd., Tirunelveli Vs. Presiding Officer, Industrial Tribunal, Madras and Another (2005-4-CTC-390) wherein High Court of Madras held as follows "it is well settled that the punishment should not be disproportionate to the delinquency. In the present case, no doubt the second respondent workman had not filed his medical certificate earlier but he filed the same before the Tribunal. Be that as it may, on the facts and circumstances of the case, we are not inclined to interfere with the judgment of the learned single Judge, which is eminently just".

In V. Senthurvelan Vs. High Court of Judicature, Madras Represented by Registrar (2009-7-MLJ-1213) wherein it was held: "therefore, considering the fact that in spite of submission of the petitioner to the Enquiry Officer admitting the guilt and submitting the medical certificate to prove the fact that he was ill during the period, which forced him to abstain from duty, the same was not at all taken into consideration by the Disciplinary Authority, resulting in imposing the

punishment of removal from service, which was confirmed both by the Appellate Authority and this Court in the writ petition, we have no hesitation to hold that the above said major punishment of removal from service is shockingly disproportionate to the proved charge. The Disciplinary Authority or at least the Appellate Authority should have considered this aspect that the punishment inflicted on the delinquent is shockingly disproportionate to the proved charges and would have imposed a lesser punishment, taking into consideration the fact that the petitioner himself has admitted the guilt, who has no bad antecedents".

— The General Manager, Home Department, Chennai-1 and Two Others Vs. The Registrar, Central Administrative Tribunal, Chennai-104 and 2 Others (2012-4-CTC-476) wherein Madras High Court held: "there does not appear to be anything suggestive of application of mind and consideration of the reasons given by the petitioner".

8. Arguments on behalf of the Respondent are that the petitioner has not had completed the period of probation. There has been 9 years delay for raising the ID. He has not produced any medical certificate before the authority but has produced it only before this forum for the first time which cannot go into evidence whatever without examining the Doctor who issued the same. He having not left 20 years of service is not eligible for pension. Section-11A of the I.D. Act is not to be applied on misplaced sympathy or leniency invoking power under the same by the Tribunal. He relied on the decision of the Supreme Court in:

— L&T Komatsu Ltd. Vs. N. Udaya Kumar (2008-1-SCC-224).

— G. Vijayan Vs. Presiding Officer, Labour Court, Salem (2008-LLR-48) of Madras High Court wherein it is held as follows: "granting reinstatement without back wages by Labour Court to the workman whose habitual absence has been proved in the enquiry, amounted to misplaced sympathy".

— A.P. Motors Ltd. Vs. Harshadblhai Harishbhai Khatri and Another (2008-1-LR-52) of Gujarat High Court.

— Anna Transport Corporation, Salem Vs. Labour Court, Salem and Another (1998-1-LLN-710) wherein the High Court of Madras held that "discretion under Section-11A of the Industrial Disputes Act is not meant to be equated to charity".

R.M. Duraisamy Vs. Labour Court, Salem
(1998-1-LLN-712)

Krishnan. O. Vs. Management of Dheeran
Chinnanalai Transport Corporation Ltd.
Thiruchirappalli and Another of High Court of
Madras W.P. No. 1952/1998 dated 13-06-2005.

9. On an anxious consideration of rival contentions on its true perspective I am not able to agree with the arguments advanced on behalf of the Respondent. Rulings relied on behalf of the Respondent are not relevant to the facts of the present case to support its contentions. While it is said much force in the contentions on behalf of the petitioner who is now no more. He was initially appointed as Mazdoor in 1980, was posted as Gang Mazdoor on 01-07-1982 and was again promoted as Maistry on 28-12-1998. For alleged misconduct of unauthorized absence he was dismissed from service on 04-10-1999. Charging charge sheeted for unauthorized absence from 01-01-1998 to 28-09-1998 and after an enquiry he was dismissed. The enquiry is challenged as being not fair and proper since it was held at a time when the deceased was under a state of depression of mind which had been put in writing to the notice of the authority but it did not find favour with them in the absence of a medical certificate produced by the deceased petitioner. Though the Respondent had craved for an opportunity of giving further evidence in the event of the enquiry being found not fair and proper since the workman died as early on 28-09-2009 pending this ID in this forum that question cannot be entered into and decided with the required efficacy. Therefore, leaving that issue open the matter is under exploration. The deceased had not been served with enquiry proceedings or the finding. The violation of principles of natural justice is alleged by the petitioner.

10. The case of the Respondent that there is 9 years delay in raising the ID and that the deceased workman lacked interest in work cannot be approved for the reason that petitioner though did not produce medical certificate explained in writing that he is suffering from disturbed state of mind and family problem and that he is not able to attend duty. The same is not to be disbelieved. Really the Disciplinary Authority should have had postponed the enquiry until a stage is reached at which the workman would have been in a fit state of mind to withstand the enquiry. Therefore, the enquiry held cannot be found to be fair and proper. The fact that the Respondent has not been considerate enough to enquire whether the deceased was in a disturbed state of mind with problems as explained by him in his explanation shows that it has not applied its mind to a cardinal issue in relation to the workman. The Management was proceeding with the enquiry as though everything was normal and ideal at a time when actually the petitioner might not have been in a proper state of mind to meet the enquiry adequately in defence. In the

culmination of the enquiry following a report finding the workman guilty of unauthorized absence the capital punishment of dismissal from service was imposed w.e.f. 04-10-1999. In the matter of imposition of the said punishment it is seen that 3 punishments imposed on him for similar charges previously had also been taken into account which is not fair and proper. Together with the instances of previous absence of the workman with the present spells of absence are not to be considered as unauthorized. The previous similar instances of misconduct cannot be read in conjunction with the present misconduct not so proved in the due enquiry. The workman had been suffering from depression of mind the disturbed condition of which does not enable him to do his ordinary pursuits in life in the normal sequence and in quick succession in the expected manner. The fact that he has not had produced medical certificate then and there instantaneously is also attributable to the same state of his disturbed mind as the reason which cannot be taken serious note of by any authority. In spite of petitioner's submission before the authority that he was in a disturbed state of mind and domestic problems the stand of the authority as revealed from their pleading in the Counter Statement saying that the deceased had a sound mind and that depression would be only for short period and not continue for a long period shows either non-application of mind or the total unawareness of the authority to the affliction with which the workman had been affected. Though Ex.W2 medical certificate was produced by the petitioner only before this Tribunal and not at the time of domestic enquiry still the medical certificate is not to be discarded as a document relating to an ex-post fact event. The reason is that the factum of the workman having had been affected with such a disease was only got certified at a later point of time. What Ex.W2 medical certificate as on a date in 2001 is a fact consistent with the statement of the workman in his explanation given in 1998 which is not apt to the untrue. It is also pertinent to note that nobody absents himself from his duty which is his sole bread earner without any valid reason. No one also attributes to oneself of being self-afflicted with mental depression when it is not so really. When there is a case of such a situation of being with depressed state of mind alleged it is also for the Management Authority to have him referred for medical check-up rather than silently insisting on himself to produce any medical record touching the complaint. According to the Respondent/Management even if the workman was under the depressed mind he could not be anticipated to rejoin till recovery because to it productivity is more important to run the organization in the competition field. The stand of the Management shows the reckless conduct of the authority regarding the health condition of a workman indicted of a misconduct and the same has been too an inhuman, improper, uncharitable, unethical and unkind attitude of the Management towards a workman. Though the workman was yet to complete his

period of probation in the post in which he was borne during the enquiry that facts assumes no significance for the reason that it is not for that ground that he was being thrown out of employment. This conduct of the Management deserves to be deprecated. The enquiry held has to be found as not fair and proper. The finding also cannot be held as legal and justified. The punishment is also not legal, fair, proper or justified. Therefore, the enquiry, the finding as well as the punishment are to be set aside and it is so ordered. The petitioner is entitled to be given a paper reinstatement into service forthwith with 50% back wages, continuity of service and all attendant benefits till his date of superannuation if the date of his death viz. 28-09-2009 supervenes only after the date of his actual superannuation with terminal benefits and family pension receivable at the hands of his wife/heir.

11. In that view of the matter an eligible legal heir under him is also entitled to employment under the compassionate employment scheme and his wife is entitled to family pension and other terminal benefits in accordance with the regulations of the Respondent Company. Ordered accordingly.

12. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st July, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the 1st Party/ : WWI, Smt. R. Vasantha
Petitioner :

For the 2nd Party/ : MW1, Sri R. Prabhakar
Management :

Documents Marked :

On the Petitioner's side

Ex. No.	Date	Description
Ex.W1	18-04-1999	Copy of certificate of physical fitness
Ex.W2	23-08-2001	Medical Certificate issued by Dr. M. Thirunavukarasu
Ex.W3	24-04-2006	Appeal by petitioner to Chairman, Port Trust
Ex.W4	28-08-2007	Reply by Management

On the Management's side

Ex. No.	Date	Description
Ex.M1	-	Memo issued by the Traffic Manager
Ex.M2	07-07-1998	-do-

Ex.M3	27-07-1998	Letter from the petitioner to the Respondent
Ex.M4	28-11-1998	Letter from the Traffic Manager to the Petitioner
Ex.M5	28-12-1998	Letter from the Petitioner to the Respondent
Ex.M6	---	Absentism particulars of the petitioner
Ex.M7	10-02-1999	Enquiry Notice
Ex.M8	10-02-1999	Appointing Inquiry Office and Presenting Authority
Ex.M9	09-06-1999	Enquiry Report
Ex.M10	27-07-1999	Memo issued by the Traffic Manager
Ex.M11	04-10-1999	Memo issued by the Traffic Manager
Ex.M12	20-10-1999	Letter from the petitioner to the Respondent
Ex.M13	26-11-1999	Memo issued by the Respondent
Ex.M14	27-12-1999	Letter from the Union to the Respondent
Ex.M15	03-10-2000	Letter from the Respondent to the Union
Ex.M16	24-04-2006	Letter from the petitioner to the Respondent
Ex.M17	13-07-2006	Memo issued by the Traffic Manager
Ex.M18	24-09-2006	Letter from the Traffic Manager to the Petitioner
Ex.M19	12-12-2006	Application filed by Petitioner before the Assistant Commissioner of labour (Central)
Ex.M20	28-02-2007	Counter filed by the Respondent before the Assistant Commissioner of labour (Central)
Ex.M21	21-03-2007	Reply Statement filed by the Petitioner
Ex.M22	---	Attendance Register (Muster Roll)
Ex.M23	---	Service Sheet
Ex.M24	---	Scheme for appointment on compassionate grounds in Chennai Port Trust
Ex.M25	---	Copy of Madras Port Trust (Pension Regulations), 1987

नई दिल्ली, 1 अगस्त, 2011

का.आ. 2291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/19/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-8-2011 को प्राप्त हुआ था।

[सं. एल-12011/278/2000-आईआर (बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st August, 2011

S.O. 2291.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/19/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Dena Bank and their workmen, received by the Central Government on 1-8-2011.

[No. L-12011/278/2000-IR (B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT,
NAGPUR**

Case No. CGIT/NGP/19/2001

Date : 15-7-2011

Party No.1 : The Regional Manager,
Dena Bank, Rukmani Bhawan,
Behind Jai Ram Complex,
Raipur-492001

Versus

Party No.2 : The President,
Madhya Pradesh Dena Bank Staff Union,
Central Office, Rukmani Bhawan,
Behind Jai Ram Complex, Raipur.

AWARD

(Dated: 15th July, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of the Regional Manager, Dena Bank, Raipur and their workman, Shri Jeedhan Kumar Yadav for

adjudication, as per letter No.L-12011/278/2000-IR(B-II) dated 22-3-2001, with the following schedule:

"Whether the action of the management of Dena Bank in not giving the pay scale and post of regular sub-staff to Shri Jeedhan Kumar Yadav in the Gudiyari Branch of the Bank is legal or valid? If not, then for what relief the concerned workman is entitled to and with what details?"

2. Being noticed, the workman, Shri Jeedhan Kumar Yadav ("the workman" in short) filed the statement of claim and the management of Dena Bank ("the Party No. 1" in short) filed their written statement.

The case of the workman is that he was recruited and engaged by the Party No.1 at Gudiyari branch as a full time cleaner-cum-sepoy on 15-7-1993 temporarily and worked continuously for more than eight years till the end of September 2001 and during the period of service, he was not paid the prescribed wages and other benefits to which, he was entitled as per the Bipartite Settlement and the party no.1 engaged him for the entire period on temporary basis with the intention to deprive him of the status and privileges of permanent employee, which is an unfair labour practice and during his continuous employment, party no.1 did not pay him wages for Sundays and Gazetted holidays with the intention to effect illegal breaks and he is entitled for the wages for the period of illegal breaks. The workman has prayed for payment of full wages and other benefits as per the Bipartite Settlement from the date of his initial engagement.

3. The Party no.1 in its written statement has pleaded inter-alia that the workman was initially appointed as a part time casual worker on daily wages basis without following the relevant Rules for recruitment of subordinate cadre and as such, he is not entitled for the benefits as per Bipartite Settlement, which he has claimed and as he was not included in the approved panel of the Bank and did not fall under the category of permanent part time or full time worker and his relationship with the bank came to an end as soon as the job was over and therefore, he was not entitled to receive wages for Sundays and gazetted holidays and the claim of the workman is totally illegal and contrary to law and the workman is not entitled to any relief.

4. In support of his claim, the workman has examined himself as a witness. It is necessary to mention here that party no.1 had filed the affidavit of witness, Santosh Prakash in its behalf, in support of its claim, but as the said witness was not produced for cross-examination, and his evidence was expunged.

The workman in his examination-in-chief, which is on affidavit, has reiterated the facts mentioned in the statement of claim and his rejoinder. However, in his cross-examination he has stated that he did not receive any appointment order and he was working as a Badli Sepoy and was getting wages on the days, on which he was

4. The party no. 1 has not been called upon to raise preliminary objections to the petition of the reference and to file a petition. Accordingly, no. 1 the reference is to be answered in favour of the party no. 2 is not a workman given us by the Act of 1947 ("the Act") and the petition is to be answered in favour of the party no. 2 is not an employer. The petition is regarding grant of compensation to the party no. 2 has not been made. The relationship between the party no. 1 and the party no. 2 is to be answered in favour of the party no. 1 that as per the provisions of the Act, the case of the party no. 2 is to be answered in favour of the party no. 1.

the screening committee at Headquarters DELHI, New Delhi, but his name was not included in the list on that basis and accordingly, his case was closed and even after closure of the case, application received from the said party were entertained and forwarded to the Headquarters for reconsideration, but the same had been turned down based on the merit of the case and as such, the party no. 2 is not entitled for any relief.

5. On 26-10-2007, the party no.1 filed the petition to decide the reference on the preliminary objection raised by it, stating therein that the party no. 2 is not a workman and the dispute raised by him is not an industrial dispute, and as such, the reference is liable to be rejected. It is necessary to mention here that in spite of taking number of adjournments to file objection, the party no. 2 did not file any objection (say) to the petition and also did not take part in the hearing of the petition.

6. Admittedly, the party no. 2 has filed the statement of claim for compassionate appointment. Section 2(S) of the Act defines 'workman' and Section 2(K) of the Act defines "Industrial Dispute". According to section 2(K), "Industrial Dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of the employment or with the conditions of labour, of any person. According to section 2(S), "Workman" means any person (including any apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or rewards, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, of whose dismissal, discharge or retrenchment has led to the dispute. The party no. 2 is not coming under the definition of the workman and the dispute raised by him is also not a industrial dispute as per the definition and as such, the reference cannot be adjudicated by this Tribunal.

Hence it is ordered :

The petition filed by party no. 1 is allowed. The reference is answered in negative on the ground that the dispute is not an Industrial Dispute and the same cannot be adjudicated by the Tribunal.

Send a copy of the order to the Central Government for notification.

J. P. CHAND, President

नई दिल्ली, 2 अगस्त, 2011

का.आ. 2293.—औद्योगिक विवाद अधिनियम, 1947 (का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार का निम्न

प्रमाणित कि संघर्ष नियोजकों और उनके कार्यकर्ताओं को बीच, प्रमाणित कि संघर्ष औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार का निम्न

[सं. एल-40012/36/2004-आई.आर. (डी.यू.)]

जोहन तोपनो, अवर सॉयस

New Delhi, the 2nd August, 2011

2293.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/14/85/04) of the Central Government Industrial Tribunal cum Labour Court, Jabalpur as shown in the Annexure to the Industrial Dispute between the management of Department of Post and their workman, which was received by the Central Government on 2-8-2011.

[No. L-40012/36/2004-IR (D.U.)]

JOHAN TOPNO, Under Secretary

ANNEXURE

IN FAVOR OF THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
JABALPUR

No. CGIT/LC/14/85/04

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Ravindra Singh,

Shri S. S. Singh and Singh,

K. V. S. Colony, Sanchar Nagar,

Chandigarh, Mandi, III Road,

Jabalpur.

Workman

Versus

The Director,

Postal Department,

Office of the General,

Jabalpur.

Management

AWARD

Passed on this 14th day of July 2011

The Central Government of India, Ministry of Labour and Industrial Relations, has referred the following dispute for adjudication by this tribunal:

The action of the management of the Department of Post in imposing the punishment of suspension by five stages in time scale for a period of 3 months with effect from 25.10.2001 with cumulative effect.

and further enhancing the punishment by removing the services of Shri Ravinder Singh, S/o Govind Singh w.e.f. 6-8-2002 is justified? If not to what relief the workman is entitled for?"

2. The case of the workman, in short, is that the workman was appointed as Postal Assistant in the management of Postal Services at Ujjain. He was served with a charge-sheet dated 27-7-99. He gave reply denying the charges. The management initiated departmental enquiry. After enquiry, the Enquiry Officer submitted his enquiry report which was not based on record and was perverse. The Disciplinary Authority imposed the punishment of reduction in pay by five stages for a period of two years with cumulative effect. The Director of Postal Services disagreed with the punishment passed by the Disciplinary Authority and enhanced by imposing the punishment of removal from service with immediate effect after giving him show cause notice. The workman preferred an appeal to Chief Post Master General, Bhopal but the same was rejected vide order dated 31-7-2003. It is alleged that reasonable opportunity was not given to defend himself and the principle of natural justice was violated. It is alleged that more employees were involved in the incidence but joint enquiry under rules was not conducted. The charges were vague and ambiguous and it did not contain any misconduct. The report of the Hand Writing Expert was not genuine as it was not based on scientific data and reasons. It is stated that the punishment was extremely harsh, excessive and disproportionate. On these grounds, it is submitted that the reference be answered in favour of the workman.

3. The management appeared and filed Written Statement in the reference case. The case of the management, inter alia is that the workman Shri Ravinder Singh was admittedly Postal Assistant at Khachroud Post Office. He was on leave on 6-5-1996 but planned a conspiracy with a malice intention and opened a fictitious Saving Bank Account in the imaginary name of Shri Vijay Kumar, S/o Shri Ram Gopal, Station Road, Khachroud with a balance of Rs. 46,250 by manipulating document. He instigated the then Sub Post Master Shri Ram Lal Maida to consume Alcohol who became almost unconscious after consuming the same. The said account was opened on the said date also with the help of One Kumari Samta Sharma, D/o Raghunandan Sharma, Postman of Khachroud Post Office who filled up the forms and documents for opening imaginary account. It is alleged that Kamal Singh Bhati, GDSMC Khachroud Post office also assisted by filling up some of the entries of the post office to open the alleged account. The workman is alleged to have also withdrawn the amount of Rs. 20,000 on 18-5-96 after forging the signature of the depositor. Thereafter he arranged the transfer of the said account from Khachroud Post Office to Shujalpur City Post Office in collaboration with Kumari Samta Sharma where he was transferred. There

also on different dates, the workman withdrew the amounts to the total of Rs. 26,230 after forging the signature of the depositor.

4. The further case of the management is that on the same day i.e. on 6-5-96, when he was on leave, the workman withdrew Rs. 24,000 from RD Account No. 32733 and Rs. 24,000 from R.D. Account No. 32738 after forging the signature of the holders of account causing loss to the management. The management served a chargesheet under rules. Thereafter disciplinary proceeding was initiated against him. Enquiry Officer was appointed who submitted enquiry report dated 18-5-2001 after enquiry. The Disciplinary Authority after considering the representation of the workman awarded punishment of reduction of pay by five stages in time scale for a period of two years vide order dated 25-11-2001. The Reviewing Authority i.e. Director Postal Services considering the seriousness of the misconduct enhanced the punishment after giving showcause to the workman and passed the order of removal from service vide order dated 6-8-2002. The workman preferred an appeal before the Chief Post Master General, Bhopal but the same was rejected on 31-7-2003. It is stated that the punishment awarded to the workman after considering the gravity of offence committed by him. On these grounds, it is submitted that the reference be answered in favour of the management.

5. On the pleadings of the parties, the following issues are framed -

- I. Whether the departmental enquiry conducted against the workman is just and proper?
- II. If not, whether the management is entitled to prove the misconduct of the workman and to adduce evidence on this issue?
- III. To what relief, if any, is the workman entitled?

6. Issue No. I

This issue is taken up as Preliminary issue. The then Tribunal after considering the entire evidence on record came to the conclusion that the departmental enquiry conducted against the workman is not just and proper and therefore the departmental enquiry conducted against the workman is vitiated vide order dated 21-5-2008. It is further observed that the management may adduce evidence for proving the misconduct of the workman. Thus this issue is already decided earlier.

7. Issue No. II

It is not out of place to say that the then Tribunal has already directed at the time of deciding the Issue No. I that the management may adduce evidence for proving the misconduct of the workman. Now the important question is as to whether the management is able to prove the charges of misconduct against the workman? Before

discussing the evidence, it appears that the following facts are admitted facts—

1. The workman Shri Ravinder Singh was Postal Assistant at Khachroud Post Office on 6-5-1996 and Shri Ramlal Maida was then Sub Post Master.
2. He was charge sheeted on 27-7-99 regarding five charges.
3. After departmental enquiry, he was punished by the Disciplinary Authority on 7-11-2001 and the pay was reduced by five stages for a period of two years with cumulative effect.
4. His punishment was enhanced by the order of removal from Services by the Director, Postal Services on 6-8-2002.
5. The Chief Post Master General, Bhopal also rejected the revision of the workman.
6. The Departmental Enquiry held was declared not just and proper by the Tribunal vide order dated 21-5-08.
7. The workman was subsequently transferred to Shujalpur City Post Office.
8. The Saving Account No. 602820 was transferred from Khachroud Post Office to Shujalpur Post Office on 14-9-96 and its new no. is 823149.
9. The workman was on leave on 6-5-1996.

8. Now the burden is on the management to prove misconduct committed by the workman. To prove the case, the management has examined oral and documentary evidence. The evidence of six witnesses are filed by the management by affidavit. Out of these witnesses, Shri R.N.L. Sharma did not turn up for cross-examination who was Enquiry Officer in the departmental proceeding. His evidence is of no use to the management as he has not been cross-examined.

9. Another management witness Shri R.S.Mehra is Retired Sub-Post Master, Shujalpur Mandi. He has stated that he had deposed before the Enquiry Officer and that is his statement. The said statement is not filed in the Tribunal. He has not given any statement in his affidavit before the Tribunal regarding misconduct and has based his earlier statement given before the Enquiry Officer. However that statement can only be used as previous statement for corroboration or contradiction. Moreover the said previous statement is also not filed. This shows that he has not stated anything on the misconduct alleged to have been committed by the workman. In cross-examination, he has denied that he had given any statement in the enquiry. He has accepted the withdrawal of Rs.26,230

by him which is corroborated by Exhibit M/13. This document shows that from Saving A/c No.602820 the amount of Rs. 26,230 was withdrawn on 4-6-1996 and the sanction was accorded by him. He has not taken the name of the workman Ravinder Singh in withdrawal of the said amount from the account. This clearly shows that he has not supported any misconduct of the workman.

10. Another management witness Shri Kamal Singh was also employee of the postal department. He has similarly stated that he had deposed before the Enquiry Officer and the copy of the said statement is filed but there is no such statement on the record. In cross-examination he has stated that he had simply signed over the affidavit. This shows that there is no evidence to support misconduct of the workman as has been alleged by the management.

11. Another management witness Kumari Samta Sharma is a very important witness of the alleged occurrence. Her father Shri Raghunandan Sharma was postman of the said Post Office and he was also suspended. According to the management, on the instigation of the workman Ravinder Singh, Kumari Samta, a minor girl, filled up the alleged form for opening a fake and imaginary Saving Account in the name of one imaginary Vijay Kumar and filled up other documents as well. Her evidence is also similar to other witnesses of the management. The previous statement is not a substantive piece of evidence and the alleged previous statement is also not filed. In cross-examination, she has denied signature and writing on any paper and documents of the management. She has further stated that she had deposed in the departmental enquiry on coercion or duress as her father was suspended and the assurance was given to exonerate him, in case she supported the management. She is also not declared hostile by the management. Her evidence does not prove any of the charges against the workman.

12. Another witness Shri Ghanshyam Sagotra is also employee of the Postal Department at Khachroud. He has also deposed like other witnesses which is no evidence in the eye of law. However his previous statement is not filed by the management. He has stated that he has signed the affidavit without reading the same. It cannot be said that it is his evidence. His evidence is not reliable. Moreover there is no evidence on the facts of the alleged occurrence.

13. The last witness of the management is Shri A.S.Tuteja. He is a Private Handwriting Expert. The management has relied this witness the most and it appears that the management has based his evidence mainly for punishment to the workman. It is a settled principle and law that the evidence of the Handwriting Expert is only an opinion and it cannot be taken as substantive evidence unless corroborated by some other evidence. It is the lowest order of the evidence or of the most unreliable character. The methods and tests for handwriting

[illegible]

The Ministry of West Bengal also received a copy of the report in the 1959 S.C. 488 (Imp) case.

In *Chandrasekhar v. United India*, and that in *Chandrasekhar v. United India* the High Court was a little more liberal in its approach in dispassionate and fair (para 10, 11, 12). It was a more exacting better than the previous High Court's approach to the document. In these circumstances, it can be said that the High Court was not in error of principle in taking into account the evidence produced. Nos. 22 & 23 Chittaranjan v. Union of India evidence of U.P. Malik was hardly, if at all, supported by any reason, facts and circumstances of this case the High Court did not proceed to rely upon it.

Thus it is clear that opinion on the part of a single juror cannot be the basis to prove that a juror against the defendant as his opinion is not a fact in evidence.

[illegible]

On 12.12.1996, the deceased workman who had deposited before the Management the withdrawal form, his business is not examined in the Inquiry Report. His statement is of no use which is not corroborated or contradicted. This is not sufficient to prove misconduct of the deceased workman. The ordersheets of the department are collected by the Enquiry Officer. The Management has submitted a copy of the ordersheet dated 21.12.1996, which is not proved any charge against the deceased workman. Exhibit M 11 is the photograph of the ordersheet. Handwriting Expert. The relevant part of the ordersheet is already discussed earlier. When M 11 is taken into consideration when by Rs.26,230 was deposited by the deceased workman, it is disputed by P. A c No.6023 to prove that the deceased workman Shri A.S. Mehra has stated on 19.09.1996 that he had deposited the withdrawal form. The ordersheet of Exhcn. 11 was filled up by the deceased workman. The deceased workman on 4-96 he had deposited the withdrawal form and he had signed the amount of Rs.26,230. It is evident that the deceased workman had deposited the withdrawal form. This document is not in the possession of the Management. The workman has stated that he had deposited the withdrawal form on 4-96 which is the ordersheet of Rs.26,230 was withdrawn from S.H.N. The deceased workman has stated to the Management, the said withdrawal form was signed and signed by Kumari Samra Sharma, the mother of the delinquent workman. It is also stated by the Expert Shri A.S. Tuteja had examined and had given the opinion of Kumari Sharma. Kumari Sharma, the mother of the delinquent workman has demonstrated that she had not signed and filled the withdrawal form. However the opinion of Handwriting Expert Shri A.S. Tuteja has been discussed above, which is sufficient to prove the writing and signature of Kumari Sharma. On the other hand, the management witness Shri R.S. Mehra who was Sub Post Master there has stated in his evidence that he did sanction of the said withdrawal and has a duty to say the writing of the withdrawal form. This shows that there is no evidence of the involvement of the workman. These all documents filed by the management do not establish that the delinquent workman had committed misconduct as has been alleged.

It is not out of place to say that the documents which have been examined by the Handwriting Expert and the related documents of S.B. A/c No. 602820, wherein it is said to have been established that the account was like of Hanappa Gowda Kumar, are not filed. It is also clear that the related documents of RDA/c No. 32733 and RD A/c 32733 wherein it is alleged of wrongful withdrawal after forging the signature are not filed by the management. The management has given no explanation as to why these documents have been withheld. This is nothing but there is proven negligence on the part of the management and it helps the respondent workman. The orders of the instance and the learned J.A. that repeatedly it was directed to file

original Departmental Enquiry papers and the documents but the management had not filed by a simple reason that the documents are missing which reflects the working condition of the management and its negligence. It is also clear that the holders of RD Accounts are also not examined in the case to establish that it was fake and false withdrawal. Admittedly the Pass Books were in their possessions but the same were also not called for from them. This shows that competent witnesses are also not examined by the management for reason best known to him.

17. On the other hand, the delinquent workman has also examined oral and documentary evidence. Shri Ravinder Singh is only witness who is delinquent workman. He has denied all charges. He was admittedly on leave when the alleged S.B Account in the name of Vijay Kumar was opened. He has stated that the then Sub Post Master had opened the account. He has also denied any withdrawal by him from alleged RP Accounts. It appears that the management is unable to take any advantage in cross-examination to prove misconduct against him.

18. The workman has also filed mostly similar photocopies of documents in the case. The relevancy has already been discussed. All documents are admitted by the management. Exhibit W 1 is memo dated 27-7-99 alongwith charges whereby the departmental proceeding was initiated. Exhibit W 2 is the prosecution details with statements of witnesses of preliminary enquiry. Exhibit W 3 is a letter with enquiry report and the departmental proceedings. Exhibit W 4 is the impugned order dated 25-11-2001 of the Disciplinary Authority. Exhibit W 5 is showcause dated 22-24-4-2002 to the delinquent workman by the Director, Postal Services for differing the punishment of the Disciplinary Authority and proposal for dismissal from services.

19. Exhibit W 6 is the impugned order dated 6-8-2002 of the Director, Postal Services, Indore whereby the punishment was enhanced to dismissal from services. Exhibit W 7 is the impugned order dated 31-7-2003 of the Chief Postmaster General, Bhopal whereby the revision of the delinquent workman was rejected. Exhibit W 6 to W 11 are orders of the enquiry officer of day to day departmental proceedings. The said departmental proceeding has already been declared illegal by deciding a preliminary issue which is Issue No. I. Exhibit W 12 is the photocopy of the statement of the management witness Kumari Santa Sharma who has denied her evidence in Court and has alleged that the same was obtained on coercion or duress on the assurance to set-free her father. There is no other evidence to contradict the evidence of this witness of the management. Moreover the management has not prayed to declare her as hostile. Thus this previous statement of Kumari Santa Sharma is of no use.

20. Exhibit W 13 is the photocopy of the opinion of the Handwriting Expert. The relevancy has already been

discussed. Exhibit W 14 is the application dated 14-9-96 for transfer of S.B A/c No. 602820 to Shujalpur city post whose new A/c No. was registered as 823149. According to the management the said application was written by Kumari Santa Sharma at the instance of the delinquent workman but Kumari Santa Sharma has completely denied her writing and forged signature in her evidence. The evidence of Handwriting Expert is also not reliable and therefore there is no evidence on the record to prove that it was filled up by Santa Sharma at the instance of the workman. Exhibit W 5 is a letter by the management to Shri H.S. Futeja, Private Handwriting Expert for giving opinion on the disputed documents narrating the story of forgery committed by the delinquent workman on the documents referred to the Expert for opinion. It is urged by the learned counsel for the workman on two folds. Firstly as to why the management had sought Handwriting Expert Opinion from the private agency when the government agencies are available. Secondly by stating the story of the alleged documents, the management had especially prejudiced the mind of the private Handwriting Expert before submitting his opinion. On perusal of the letter of the management to Handing Expert, it appears that before giving opinion by the Expert, it was known to him what was the allegation on whom which was relevant to the management. Moreover to seek opinion from Private Agency instead of the Govt. body creates a definite doubt to save some one. However the evidence of both the parties clearly shows that the management has failed to prove charges against the delinquent workman by reason of paucity of evidence. This issue is decided in favour of the workman and against the management.

21. Issue No. III

On the basis of the discussion made above, it is clear that the action of the management by imposing punishment of reduction of pay vide order dated 25-11-2001 and further by enhancing punishment of removal from services to the workman Shri Ravinder Singh vide order dated 6-8-2002 are not justified. Accordingly the order dated 25-11-2001 passed by the Disciplinary Authority and the order dated 6-8-2002 passed by the Appellate Authority are, hereby, set-aside. The management is directed to reinstate the workman Shri Ravinder Singh forthwith with all back wages. Accordingly the reference is answered.

22. In the result, the award is passed without any order to costs.

23. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHID, SHAKIR HASAN, Presiding Officer

नई दिल्ली, 2 अगस्त, 2011

का.आ. 2294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर 3/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-2011 को प्राप्त हुआ था।

[सं. एल-40012/68/89-आई आर (डीयू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 2nd August, 2011

S.O. 2294.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/3/90) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 2-8-2011.

[No. L-40012/68/89-IR (DU)]

JOHAN TOPNO. Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/3/90

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Bhagwan Das Sisodiya,
S/o Shri Kashiram Sisodiya,
Tabla Maker, Patel Wali Galli,
Behind Kabir Mandir,
House No.5, Barkhedi,
Bhopal

...Workman

Versus

Telecom District Manager, Bhopal.
Assistant Engineer,
Electrical & Telex,
Bhopal

...Management

AWARD

Passed on this 11 th day of July 2011

1. The Government of India, Ministry of Labour vide its Notification No.L-40012/68/89-IR(DU) dated 15-1-1990 has referred the following dispute for adjudication by this tribunal :—

“Whether the termination of Shri Bhagwan Das Sisodiya, Casual Labour by the Asstt. Engineer, electrical & Telex vide letter dated 1-8-87 is justified or not? If not, to what relief the workman is entitled for?”

2. The case of the workman, in short, is that he was engaged as Casual Labour by the management w.e.f. 1-1-1986 and worked continuously till 31-8-87. Thereafter he was terminated after giving him one month notice by order dated 1-8-87. It is stated that there were other similar employees, who were junior to him and were retained in service against the principle of last come first go. It is stated that earlier his name appeared in the Muster Roll but it was removed and the payment was subsequently paid through vouchers. It is stated that the workman had completed more than 240 days and he was not paid retrenchment compensation under the provision of Section 25-F of the Industrial Dispute Act, 1947 (in short the Act, 1947). On these grounds, it is submitted that the workman be reinstated with back wages.

3. The management appeared and filed Written Statement in the case. The case of the management, inter alia, is that the casual labours were engaged on exigency of works for short period and they were removed when the work was over. It is stated that the casual labours who were engaged after 30-3-85 were terminated after giving notice as per instructions of the department issued vide letter dated 30-3-85. On these grounds the reference is fit to be dismissed.

4. On the pleadings of the parties the following issues are for adjudication—

I. Whether the action of the management in terminating Shri Bhagwan Das Sisodiya, Casual Labour vide letter 1-8-87 is justified?

II. To what relief the workman is entitled?

5. Issue No. I

According to the workman, he was engaged as casual labour on 1-1-86 to 31-8-87 and was removed without payment of compensation and in violation of the principle of first come last go where as the management contended that he was engaged as casual labour on exigency for short period and when the work was over, he was terminated.

6. The important point for consideration is that the workman is to be treated as retrenched employee as defined in Section 2(oo) of the Act, 1947 or he comes under Section 2(oo)(bb) of the Act, 1947. To prove the case, the workman Shri Bhagwan Das Sisodiya is examined in the case. He has stated that he was appointed as casual worker on 1-1-86 and worked till 31-8-87. He has further stated that termination notice was given on 31-7-87 a month ago which is Exhibit W/1. He has further stated that the juniors to him were subsequently appointed. He has stated that

compensation was not paid. He has been suggested that the department had no work and therefore he had been terminated. He is unable to say as to where the juniors are presently working or not. This shows that he has not corroborated the fact that his juniors are still working. He has further stated that when there was work and then he was employed. This itself shows that he was not employed continuously rather he was engaged intermittently. Exhibit W/2 shows that he worked all the days of the month which appears to be contradicted from his evidence.

7. On the other hand, the management has examined one witness Shri P.N. Singh who is Divisional Engineer. He has supported the case of the management. He has stated that the workman was not continuously employed and he was engaged for extra work load and on completion of the said work load, he was discontinued. This shows that he was engaged on contract of employment and when the work load was over, his contract was not renewed and was discontinued. His evidence is un rebutted. The workman did not appear to cross-examine the said witness. There is no reason to disbelieve his evidence. His evidence clearly shows that his engagement was on contract of employment which was subsequently not renewed. This shows that he is attracted under the provision of section 2(oo)(bb) of the Act. This shows that he was not a retrenched employee and there is no violation of the Act and the action of the management appears to be justified. This issue is decided in favour of the management and against the workman.

8. Issue No. II

On the discussion made above, it is clear that the provision of the Act, 1947 is not violated and therefore he is not entitled to any relief. Accordingly the reference is answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 2 अगस्त, 2011

का.आ. 2295.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए- 597/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-2011 को प्राप्त हुआ था।

[सं. एल-40012/82/2006-आई आर (डी.यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 2nd August, 2011

S.O. 2295.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA-597/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Posts and their workmen, which was received by the Central Government on 2-8-2011.

[No. L-40012/82/2006-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Binay Kumar Sinha, Presiding Officer,
CGIT-cum-Labour Court,
Ahmedabad,
Dated 28th July, 2011

Reference: CGITA of 18 of 2007 New

1. The Superintendent of Post Office,
Department of Posts,
Kachchh Division,
Bhuj-370001

2. S.D.I (P), Bachau,
Sub Division,
District-Kutch

...First Party

And

their workman

Shri Fakir Gulabsha Hasambhai,
Post Samkhiyari,
Tal. Bachau,
Kutch.

...Second Party

For the first party :

Shri P.M. Rami, Advocate

For the second party workman : None

AWARD

An Industrial dispute arose between the employer in relation to Management of Department of Posts and their workman Shri Fakir Gulabsha Hasambhai and on failure of conciliation efforts, and on sending failure of conciliation report, the appropriate Government, the Government of India, Ministry of Labour & Employment/Shram Shakti Bhavan, considering an Industrial Dispute existing between employer and their workman sent this reference in exercise

power under clause (d) of sub-section (1) and sub-section (2) of section 10 of the Industrial Disputes Act, 1947, vide notification L-40012/82/2006 IR (DU) New Delhi dated 21-8-2011 for adjudication by this Tribunal in terms of reference under the schedule as follows:

SCHEDULE

"Against the action of the management of SDO (P), Bhuj, Sub Division and Superintendent of Post Office, Kutch Division, Bhuj in terminating the services of their workman Shri Fakir Gulabsha Hasarobhai with effect from 1-6-2005, is legal and justified? If not, to what relief the workman concerned is entitled to?"

(21-8-2011) were sent to both parties to this reference. Consequently upon issuing notices, the first party Superintendent of Post Offices Bhuj, appeared and filed power to vakalatnama in favour of Shri P.M. Ram, Assistant Government Counsel, Labour Industrial Court, Ahmedabad for looking after the interest of the first party. But in spite of several notices sent to the second party workman for his appearance and for filing statement of claim with papers for supporting his claim in this case did not appear and file statement of claim. It appears that on 7-10-2008 an application was filed on behalf of the second party workman for grant adjournment to file the statement of claim without filing any vakalatnama in favour of any lawyer or any authority letter permitting the representative of union to represent him in this case. Thereafter the second party workman did not appear. Again reminder notices were sent from the State Tribunal Court where this record was pending. Lastly, on transfer of this record to this tribunal, fresh notice to both sides were issued vide Ext. 13. Shri P.M. Ram holding power for the first party management or Superintendent of Post Office appeared and filed pursis regarding stopping the evidence of the second party on several dates vide Ext. 14, 15. Lastly by filing such pursis on 2-8-2011 vide Ext. 16. On calling out the case repeatedly the second party appeared on behalf of the second party. So, this Tribunal has reason to believe that the second party workman has lost interest to contest this reference. In the circumstances the following award is passed.

ORDER

This reference is dismissed for non-prosecution.

Dictated

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2011

क्र.आ. 2296.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 1) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचालित विभाग के पदबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचात (संदर्भ संख्या

सीजीआईटीए. 982/2004) को प्रकाशित करती है, जो यहाँ को 2-8-2011 को जारी हुआ था।

[सं. एन. 1001/27-97/03 आइ.ए.डी.]

आइ.ए.डी. को

नई दिल्ली, 2 अगस्त, 2011

S.O. 2296.—In pursuance of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Government hereby publishes the Award (Ref. No. 982/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the schedule in the Industrial Dispute between the employer and the workman to the management of Department of Telecom workman, which was received by the Government on 2-8-2011

[सं. एन. 1001/27-97/03 आइ.ए.डी.]

आइ.ए.डी. को

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Binay Kumar Sinha,
Presiding Officer,
CGIT-cum-Labour Court,
Ahmedabad,
Dated 25th July, 2011

Reference: CGIT/C of 982/2004 New

Reference: IT/C 59/1995 (Old)

1. The General Manager (Phone),
Department of Telecommunication,
Rajkot
2. Assistant Engineer (Grade)
Telecom Department,
Rajkot.

And

the workman

Shri Shivaji, Mangal B. Acharya,
Jayaprakash Nagar, Surabhi,
Bhagwatipti, Hanuman,
Rajkot.

For the first party (Employer) B. Bhaskar, Advocate, Rajkot.

For the second party workman Shri Rav. of Gopal, Advocate, Rajkot.

AWARD

A dispute arose between the employer and the Management of General Manager (Phone) Department

Telecommunication Rajkot, and their workman Shri Shivjanamsingh N. Kushwaha and on failure of conciliation efforts, the conciliation officer sent failure report, followed by sending this Reference by the appropriate Government, the Government of India, Ministry of Labour & Employment/Shram Shakti Bhavan, New Delhi, by its order No. L-40012/197/93-IR (DU) dated 5-9-1995 in exercise of power conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act 1947, for adjudication under the schedule as follows.

SCHEDULE

"Whether the action of the management of General Manager (Phones) Department of Telecommunication Rajkot/Asstt. Engineer (Cable), Rajkot in terminating the services of Shri Shivjanamsingh N. Kushwaha is proper, legal and justified? If not, to what relief the workman is entitled?"

2. In response to notices to the parties, the second party workman and the first party management appeared in this case and filed respective statement of claim and written statement.

3. The case of the second party workman as per his statement of claim at Ext. 2 is that he was employed as casual labour under the department of first party from April-83 and worked up to April-84 and the details of his service particulars are as under—April-83 to May-83 for 58 days, June-83 to August-83 for 92 days, September-83 to November-83 for 79 days December-83, January-84 for 62 days, February-84 to April-84 for 66 days total 357 days of work and so he worked continuously for more than 240 days in the last preceeding 12 months prior to his termination of services on April-84. His service was terminated orally, without any written order and without serving one month notice or notice pay in lieu of the notice or without paying the retrenchment compensation in utter disregard to and violation of Section 25(F) of I.D. Act, 1947. Further case is that his juniors and fresh persons were continued/inducted in services which is in violation Article 14 and 16 of Constitution of India and Section 25(G) and 25(H) of I.D. Act, 1947. Further ground taken is that the other workman similarly situated like him and with subsequent date of engagement are allowed to work by opponents by inducting them in the department as casual labour due to the Judgment/Award of the Central Administrative Tribunal, Ahmedabad and Industrial Tribunal, Ahmedabad and so this workman has also right to be reinstated with consequential benefits. The names of the workman have been incorporated who have been inducted/reinstated as casual labour owing to order/Judgment passed by CAT or by Industrial Court, Ahmedabad. On these grounds prayer has been made for his reinstatement with full backwages after quashing his oral termination order.

4. The first party through its written statement at Ext. 10 pleaded inter-alia raising the limitation points that the

dispute has been raised at belated stage in 1995. It is not true and denied that the second party workman is terminated orally in May 1984. The reference is not maintainable and the second party workman has no cause of action and that the Department of Telecommunication is not an Industry and so provision of I.D. Act is not applicable. Stand of the management of first party is that workman was engaged as casual labourer for purely casual nature of work thereafter he left the work w.e.f. May-84 at his own accord and without any information/intimation to the department. Perhaps the workman left the work for better wages in other sector as the labour rates of the department were poorer, at that time compare to other sectors. The workman has raised the dispute seeing the Judicial trend that those who have completed 240 days in a year are regularized, but in the present case the workman has raised the dispute after lapse of more than 9 years. In reply to para 4 of the statement of claim, it has been submitted that the cases of Shri Dabhi, N.B. Baraiya, and A.B. Baraiya cited by the applicant are of Jamnagar Telecom District having their own jurisdiction and separate establishment and the case of Mohmed Arif H. Belim in ITC 40/89 is decided by Industrial Tribunal Court, Ahmedabad at its own merit and so such Judgment/Award is not applicable in the instant case of the workman. Further stand is that the direction have been given by the Hon'ble Supreme Court in the latest decision that daily wages employee cannot claim to have acquired right to hold civil post and on post of department of telecom followed under the category of civil post governed by the Article 309 of the Constitution of India. On these ground prayer has been made to reject the reference.

5. In view of the pleadings of the parties, the followings issues are taken for consideration and determination in this case.

ISSUES

- (I) Whether the reference is maintainable ?
- (II) Whether the workman has got valid cause of action ?
- (III) Whether the reference is barred by delay and laches ?
- (IV) Whether the second party workman has completed 240 days of work in a calendar year during his tenure of work as casual labourer in the department of the first party ?
- (V) Whether the second party workman is entitled for reinstatement with full backwages and other relief as prayed for ?
- (VI) Whether the management of first party was justified in terminating the service of workman Shri Shivjanamsingh N. Kushwaha? If not, what relief the workman is entitled to in this case ?

VI

These issues are taken up together for argument and consideration. Both sides also adduce evidence in support of their respective case. The workman Shripatrasingh N. Kushwaha in his own evidence at Ext. 12 supported his stand that he worked for 260 days in preceding calendar year continuously and so, in case of his termination order the management of the first party was required to give one month notice or one month wages or both of notice under the provision of ID Act and the first party orally terminated him without any reason. Before cross examination by the first party lawyer at Ext. 24 the workman did not remain unemployed from 1984 rather maintaining his family by doing casual labour job. At Ext. 25 the Xerox copy of service certificate issued to the workman by Assistant Engineer (Power) - Jalandhar on 04.06.1984, it is proved that the workman Shripatrasingh N. Kushwaha worked for 260 days in the preceding year during April 83 to April 84 as a casual labourer in the sub-division of power, Jalandhar, as advised by the management team. It is also established from the second party workman's evidence that he worked more than 240 days during the year 1983-1984 as a casual labourer, daily rated labourer. There is no further service history of the second party workman that he also worked for the subsequent calendar year for any number of working days. On behalf of first party management witness I Brajpal Gokulbhai deposed at Ext. 35 in support that the workman has no case for reinstatement and for demanding back wages since he left casual labour job at his own accord but M.W. could not discredit this fact that the workman had completed 240 days of work in preceding calendar year.

(7) From the evidence both oral and documentary discussed above it is proved that only for one calendar year the second party workman completed 240 days of work vide Ex. 25. The second party workman has relied upon the judgment passed by Member of Hon'ble CAT in OA No. 283-94 dated 12-7-1995 where by the Hon'ble CAT quashing the order Annexure-A-4 dated 31-1-1994 and direct the concern authority to referred the Industrial Dispute raised by the applicants to the appropriate industrial Tribunal. It is fact that the appropriate authority had earlier rejected for sending the reference for adjudication. But as per order of the Hon'ble CAT matter was reconsidered and considering the dispute between the management and the concern workman, the reference was sent for adjudication under the following facts above. The second party has filed the certified copy of judgment dated 5-5-1995 passed in conjunction with case of Mohammad Arif Hasanbhai Belim Vs. Lalooji Lalji and others passed in OA No. 203-94 wherein it has been discussed by the Hon'ble CAT that the Industrial Court has not allowed reinstatement of industrial labour.

complexed with Cu^{2+} and Zn^{2+} ions. The complexation reaction was carried out in a 100 ml beaker. The reaction mixture was stirred for 24 h at 30°C. The reaction mixture was then filtered and the filtrate was dried in a vacuum oven at 60°C for 24 h. The dried reaction mixture was then ground to a fine powder and the powder was sieved to a particle size of less than 100 μm . The sieved powder was then stored in a desiccator for further use.

[illegible]

09/25/03 09:15:23

[illegible]

of adjudication. So, this issue is answered in

Reference CGITA of 597 of 2004 New

Reference L-40012/6/94-IR (Old)

2297. (1997)

Assistant Engineer (M.E.S.),

(P.O. General Manager Telecom),

District, Rajkot-360001

First Party

And

their workman

Shri Harshad D. Veghela,

Reva Road,

Shri Shakti Colony

Block No. 10,

Saahasbur University Road

Rajkot-360001

Second Party

DR. P. K. SINHA, Presiding Officer

New Delhi, 2 August, 2011

For the first party Shri G. K. P. Advocate, Rajkot

For the second party workman Shri Parag M. Vora,

Advocate, Rajkot

AWARD

A dispute arose between the employer in relation to Assistant Engineer, Telecom Department and then workman Shri Harshad D. Veghela, and on failure of conciliation efforts, the conciliation officer sent failure report, followed by sending this Reference by the appropriate Government, the Government of India, Ministry of Labour & Employment/Shram Shakti Bhavan, New Delhi, by its order No. L-40012/6/94-IR (DU) dated 19-1-1995 in exercise of power conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Dispute Act 1947, for adjudication under the schedule as follows.

SCHEDULE

"Whether the action of the management of Assistant Engineer (Adm) in the office of General Manager, Telecom, Dist, Rajkot in terminating the services of Shri Harshad D. Veghela, is just and legal? If not, to what relief the workman is entitled to?"

2. In response to notices to the parties, the second party workman and the first party management appeared in this case and filed respective statement of claim and written statement.

3. The case of the second party workman in per his statement of claim at Pct. 2 is that he was working as casual labour for the last 4 years and was getting daily rated wage of Rs. 15. His work was casual and temporary and no memo was issued to him by the management showing dissatisfaction towards him. He worked for 240 days in every calendar year. On the provision of section 25(1) of the ID Act, after giving any notice or one month notice pay he was terminated with utter disregard to and violation of the provision under ID Act. Further case is that he was removed from the service whereas he

2297.—औद्योगिक विवाद अधिनियम, 1947 (1947)

की धारा 17 के अनुसूचना में केन्द्रीय सरकार दूर संचार

विभाग के संबंध में नियोजकों और उनके कर्मचारों के

बीच में विवाद औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

विवाद के संबंध में (संदर्भ संख्या सीजीआईडीए

को प्रसारित करती है, जो केन्द्रीय सरकार को 2-8-2011

को जारी की गई।

[मं. एल-40012/6/94-आई आर (डी.यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 2nd August, 2011

2297.—In pursuance of Section 17 of the

Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. CGITA-

597 of 2004) of the Central Government Industrial Tribunal-

Ahmedabad as shown in the Annexure

to the Industrial Dispute between the employers in relation

to the management of Department of Telecom and their

workmen, which was received by the Central Government

on 19-1-1995.

[No. L-40012/6/94-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

AHMEDABAD

PRESENT:-

Shri. K. K. Sinha

Presiding Officer,

Central Labour Court,

Ahmedabad.

27-7-2011

juniors were allowed to continue to work as casual workers. He approached the management through officers of the first party on several occasion requesting for keeping him in the job. But his all efforts went in vain and he was removed from the service from 1984. He raised dispute before the ALC (Central) the Management of Telecom was also noticed and the efforts of conciliation failed and so, failure report was sent resulting in sending this reference case for adjudication. The workman has prayed for the relief of his reinstatement with full backwages and other consequential benefits and also for cost of this case.

4. The first party through its written statement at Ext. 9 pleaded inter-alia raising the limitation points that the dispute has been raised at belated stage in 1995 whereas the second party workman is terminated in February 1983 and that the reference is not maintainable and the second party workman has no cause of action. Further stand taken as per para 9 of written statement is that the second party workman was working as part time casual labourer and he worked in that capacity from July-79 to April-80 at S.D.O. (Telecom) Rajkot for 203 days, he worked from May-81 to June-1982 for 264 days in the office of A.E.MIS% D.M.T. Rajkot and he further worked from July-82 to February-83 of 176 days in the office A.E.MIS% D.M.T. Rajkot, thereafter the second party has not worked from March-83 to September-83 and left the work at his own accord. Subsequently he has worked on Muster Roll for 75 days during October-83 to December-83 under A.E.X. bar exchange, Rajkot. Further case is that the second-party workman was engaged as casual labourer by different unit officers as above on daily rated wages for specified and casual nature of work, and from January-84 onwards he has left the work at his own accord and during the period of his work mentioned above he remained absent from work from May-80 to April-81 and from March-83 to September-83. Further stand taken is that the job of the second party workman was temporary in nature and he was digging land for lying cable connection by the technical staff of the department. The workman has nowhere mentioned his whereabouts and source of income. He might be having his family, parents, brother and sisters and other dependants too. Without any earning he cannot discharge his responsibilities towards his family members, in this regard the workman has not come with clean hands and has suppressed the actual facts. Further stand taken is that the casual labourer is only an employee by contract of engagement and not a civil servant holding a temporary post (much less a permanent post) with any right of continuity. The principle of a civil servant getting backwages on illegal termination of his service on presumptive continuity of his service cannot apply to a casual labourer. His right flow from policy, not from rules. A breach of policy entitles him to a relief only to the extent the policy authorizes and besides relief admissible under

the stated policy, he may claim damages for breach of contract. The quantum of damages be a fair compensation which ordinarily would be one months wages or compensation, as may be recognized by law. On these grounds prayer has been made to reject the reference.

5. The following issues are taken for consideration and determination in this case in view of the pleadings of the parties.

ISSUES

- (I) Whether the reference is maintainable ?
- (II) Whether the workman has got valid cause of action ?
- (III) Whether the reference is barred by delay and latches ?
- (IV) Whether the second party workman has completed 240 days of work in every calendar year during his tenure of work as casual labourer in the department of the first party ?
- (V) Whether the second party workman is entitled for reinstatement with full backwages and other relief as prayed for ?
- (VI) Whether the management of first party was justified in terminating the service of workman Shri Harshad D. Vaghela? If not, what relief the workman is entitled to in this case ?

FINDINGS

(6) ISSUE Nos. IV, V & VI

These issues are taken up together for discussion and consideration. Both sides also adduced oral evidence to support their respective case. The workman Harshad D. Vaghela in his oral evidence at Ext. 13 supported his stand that he worked for 240 days in calendar year and without paying retrenchment compensation by way of notice or one month pay in lieu of notice, he was removed from the work without assigning any reason. During cross-examination by the lawyer of the first party Shri G. K. Bhatt, he admitted that after removing from the service of the first party he tried for job in the Rajkot Municipal Corporation and that he worked for 2 months in Himalay Guest House and thereafter, he also worked in a canteen for 50 days. He also stated that when he entered into the job he was 18 years of age and he admitted that presently his age is about 45 years and his family expenses is of Rs. 500 per month and by doing labour job he earns and is maintaining family expenses.

(7) On the other hand on behalf of the first party management, a management witness namely Anukant Popatlal Doshi was examined and cross-examined at Ext. 30. According to this Management witness the workman

never work for 240 days in any calendar year. He was also cross-examined to discredit his testimony though the management witness remained firm, on such stand taken that the workman never completed 240 days in any calendar year during tenure of his work as casual labourer. But from the perusal of para 9 of the written statement of the first party at Ext. 9, it is obvious that for the calendar year from May-81 to June-82 he completed 264 days of work that means in one year he had completed 240 days of work as casual labourer. Besides such admission made by the first party in written statement, from the documents at Ext. 32/1, 32/2 and 32/3, 32/4, 33/5 it is proved as per Ext. 32/3 and Ext. 32/4 both are the same documents that the workman Shri Harshad D. Vaghela has worked as part time casual labourer for 264 days during the year w.e.f. May-81 to June-82 for 264 days of works having breakup of 10 days of work in May-81, 6 days work in July-81, 26 days in August-81, 24 days in September-81, 23 days in October-81, 23 days in November-81, 22 days in December-81, 24 days in January-82, 26 days in February-82, 28 days in March-82, 25 days in April-82, 26 days in May-82, 1 day in June-82, from going through other documents as per Ext. 32 series that in the year July-82 to Feb-83 he worked for 176 days as per Ext. 32/5. As per Ext. 32/2 the workman worked 14 days in July-79, 21 days in August-79, 23 days in September-79, 22 days in October-79, 24 days in November-79, 23 days in December-79, 23 days in January-80, 23 days in February-80, 22 days in March-80, 8 days in April-80 total 203 days not completed 240 days in calendar year 79-80 from Ext. 32/1 it appears that the workman work for 75 days in the office of the Assistant Engineer NCC Tax Building, Rajkot having breakup of 50 days of work in October-83, 13 days work in November-83, 30 days work in December-83 since thereafter, there is no any evidence of work done by the second party workman. According to the first party the workman him self at his own accord left the work since January-84 and not approached for getting casual works. But according to the second party workman he was terminated from his work by oral order without complying with the provisions of the ID Act of without giving any notice for his retrenchment.

(8) From the evidence both oral and documentary discussed above it is proved that only for one calendar year the second party workman completed 240 days of work, but in other calendar years during his tenure of works of 4 years he did not complete 240 days of work as per Ext. 32 series.

(9) From the evidence it appears that though the workman has not completed 240 days of work in every calendar year during his tenure of work but since in one calendar year he had completed 240 days of work so, in that view of the matter management of the first party intending to retrench the second party workman was required to be given one month notice under section

25 (F) or to pay one month wages in lieu of notice. Certainly the first party workman has not complied with the provision and has violated the provision of section 25 (F). Even it is proved that the first party had violated the provision of the I.D. Act in not giving notice or notice pay to the workman, but the question remains whether on such violation the second party workman is entitled for his reinstatement as casual labourer with full backwages. It is admitted position that the second party workman was working in temporary capacity as daily rated wages on casual basis, as per requirement of the department of the first party. The second party workman had not even been granted status of temporary staff to the department of the first party.

(10) It has been argued by Shri G .K. Bhatt, Advocate, that even though the second party workman completed 240 days of work in one calendar year, he is not entitle for his reinstatement because he was working purely in the capacity of casual labourer and so, he cannot be reinstated to the work and he cannot claim backwages. His such argument is based upon the case law of the Hon'ble Supreme Court in the case of Senior Superintendent Telegraph (Traffic Bhopal V/s Santosh Kumar Seal) reported in 2010 JX (SC) 219 and also reported in 2010 GLHEL SC 48285 wherein it has been held by Their Lordship that the workman where engaged as daily wages about 25 years back and they worked hardly for 2 and 3 years, relief of reinstatement and backwages to them cannot said to be justified and instead of monetary compensation would subserve ends of justice. As per given case law where the order passed by the Tribunal for reinstatement of the workman and the Hon'ble High Court also confirm the award, but in the appeal before the Hon'ble Apex Court by the management of Telegraph, the award regarding reinstatement of the workman was set aside and instead of compensation of Rs. 40,000 to each of the workman (respondent) was directed mentioning that this will meet the ends of justice.

(11) In the case in hands, the status of the second party workman is also of a temporary casual worker getting daily rated wages and he only worked for about 4 years and so in view of the aforesaid case law discussed above, the second party workman is not entitled for his reinstatement and backwages. But since the action of the first party Management in terminating the service of the workman Shri Harshad D. Vaghela is held not justified and legal because of non compliance of the provision of Section 25 (F) of the ID Act, 1947. So, the second party workman is found entitle for a lumpsum compensation. In this case, considering tenure of work of 4 years not in continuity in the department of the management of first party an amount compensation of Rs. 10,000 will meet ends of justice in this case. Issue No. IV, V, VI are accordingly answered as per above.

[illegible]

1. The first step is to identify the key components of the system. This involves understanding the hardware, software, and data involved in the process.

[illegible]

1. SUMMARY SHEET
 of 10-11-3-10000, 2011

[illegible]

© 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693,

28, 1937

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ANNEXURE

JOSEPH SHROPSHIRE, JR., PRESIDENT
STRUCTURE LABOR COLLEGE

1. 10. 1964, NGP/32.

The New
United Nations
Institute for
Research
Development
Geneva

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**
 6. **References**

1. *Chlorophyll *a** and *Chlorophyll *b** were determined by the method of Arar and Cook (1987) using a Shimadzu UV-160U ultraviolet-visible spectrophotometer.

1. *Staphylococcus aureus*
 2. *Staphylococcus epidermidis*
 3. *Staphylococcus saprophyticus*
 4. *Staphylococcus sciuri*
 5. *Staphylococcus carnosus*
 6. *Staphylococcus hyicus*
 7. *Staphylococcus pasteuri*
 8. *Staphylococcus saprophylus*
 9. *Staphylococcus* sp.
 10. *Staphylococcus* sp.

The statement of No. 145, dated 08.08.1990, in the form of complaint by customers of the defined unit insurance scheme and the mandatory contribution to the scheme, is not accountable to bank and not relevant to the subject.

1. 謝(厚) 1. 謝

Thakre, M.S.D. Agent, w.e.f. 31-5-1996 is justified. The disputant is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2299.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिहार क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 37(सी)/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-8-2011 को प्राप्त हुआ था।

[सं. एल-12012/61/2007-आई आर (बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd August, 2011

S.O. 2299.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37 (C) of 2007) of the Industrial Tribunal-cum-Labour Court, Patna as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bihar Kshetriya Gramin Bank and their workmen, received by the Central Government on 1-8-2011.

[No. L-12012/61/2007-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 37 (C) of 2007

Between the management of Bihar Kshetriya Gramin Bank, Head Office, Bhagat Singh Chowk, Munger (Bihar) and their workman Shri Munna Jha, represented by the Deputy Secretary, Bihar Provincial Bank Employee's Association, 203, Hariom Commercial Complex, New Dakbunglow Road, Patna-1 (Bihar.)

For the Management : Sri Shivaji Pandey, Sr. Advocate,
B. T. Tiwari, and Shri B. B.
Sharan, Advocates

For the Workman : Sri Devi Kant Jha, Advocates
& Sri Birendra Kumar Jha,
Advocates

AWARD

Patna, dated the 27th July 2011

By adjudication order No. L -12012/61/2007-IR (B-1) dated 10-10-2007, the Government of India, Ministry of

Labour, New Delhi under clause (d) of Sub-Section (1) and Sub-Section (2A) of Section-10 of the Industrial Dispute Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of Bihar Kshetriya Gramin Bank, Head Office, Bhagat Singh Chowk, Munger, Bihar and their workman Munna Jha, represented by the Deputy Secretary, Bihar Provincial Bank Employees' Association, 203, Hariom Commercial Complex, New Dakbunglow Road, Patna-1 (Bihar) for adjudication to this Tribunal on following:

"Whether the action of the Management of Bihar Kshetriya Gramin Bank in terminating the service of Shri Munna Jha, without complying Section 25 (F) of I.D. Act and not reinstating and regularising in the service is justified, legal and expedient? If not, what relief Shri Munna Jha is entitled to?"

2. On notice parties appeared. On behalf of workman, Bihar Provincial Bank Employees' Association, appeared and filed Statement of Claim. It has been pleaded in the statement of claim that the workman Munna Jha (hereinafter referred to as the workman) was appointed at Samukhia Branch of Bhagalpur-Banka Kshetriya Gramin Bank as an employee w.e.f. 14-3-1990 in a proper manner and on the instructions of Head Office of the Bank at Bhagalpur. Initially up to 18-6-90 he was paid @ Rs. 21.75 per day. He was transferred to Sarvodaya Nagar Branch. He was paid @ Rs. 35 and @ Rs. 40 per day. For the period from 14-5-95 to 30-11-96 his wages were reduced to Rs. 10 per day. Then again from 1-12-96 to 23-4-2001 he was paid @ Rs. 35 per day. He again worked at Extension Counter at Sarvodaya-Nagar and thereafter Banka Branch where he was paid @ Rs. 77 per day. From 25-9-2003 was paid @ Rs. 81.67 per day. He was also paid Bouns for 2001-2002 to 2004-2005. He was not given any appointment letter. He was not given any letter regarding termination of his services. The Bank did not maintain any Muster Roll on his request for regularisation of his services. Bank called for detailed particulars from the Branch Manager who furnished details on 20-11-2002 indicating that till 31-10-2002 the workman was engaged for 1329 days. But the workman was not regularised. The workman had completed more than 240 days continuous service with in twelve calendar months immediately proceeding the termination of his services. Later on the management of Bihar Kshetriya Gramin Bank, Head Office, Munger issued a circular proposing termination of services of the workman from 16-9-2006 who were not appointed in terms of circular of the Bank. Apprehending termination of his services in violation of Sec-25-F of the Industrial Disputes Act the workman got an industrial dispute as per espoused by union on 20-11-2006 before the Assistant Labour Commissioner (Central), Patna, who took steps by issuing notice to the Munger Kshetriya Gramin Bank, Head Office, Munger fixing 6-12-2006. After failure report from Assistant Labour Commissioner this Industrial Dispute has been referred to

this Tribunal for adjudication. In a nut shell the case of the workman is that he had put in more than 240 days of continuous service within 12 month proceeding the date of his termination. His services were terminated without any notice and notice pay and without retrenchment compensation. The action of the management in terminating the service of the workman is retrenchment and the management did not follow the rules 77 of the Industrial Disputes Central Rules and did not display the name of the workman in the category of the workman in accordance with their seniority. Further the case of the workman is that the management committed an unfair labour practice by keeping on tenterhooks without absorbing him as permanent. Further the case of the workman is that he was working against a permanent post in the Bank.

3. Management of Bihar Kshetriya Gramin Bank, Munger have filed their written statement. Their case is that Bihar Kshetriya Gramin Bank, Munger (hereinafter referred to as Bank) has been created under Regional Rural Banks Act, 1976 with 50% share belonging to the Central Government, 15% share belonging to the State Government, 15% and 35% share belonging to the Sponsoring Bank. The Bank is guided by the Circulars of the Government of India, Reserve Bank of India and NABARD. Bank is State within the meaning of Article 12 of Constitution of India and as such the appointment and the employment in the Bank against rules and regulations and articles 14 and 16 of the Constitution of India is nullity and any person appointed without following rules and regulations will not be protected under the provisions of Industrial Disputes Act so much so under Sec. 25-F of the Industrial Disputes Act. The appointment of any employee without advertisement or without calling name from Employment Exchange, without following procedure for appointment and without adhering to rules of reservation is nullity and are treated as back door employment and will not give any right to such employee under any law. Ministry of Finance Department of Banking issued a circular vide D.O. No. F.O. -27/75-SC 26th November, 1975, where by and where under decided the class and strength of Officers and Employees to be appointed by Regional Rural Banks viz- Branch Manager, Field Officer/Accountant, Clerk, Junior Clerk and this circular also provide for their emoluments. This circular specifically says that no peon or his equivalent by any designation would be employed by Regional Rural Banks. Services of those who are reported to have been appointed already may be dispensed with immediately.

4. Bhagalpur-Banka Kshetriya Gramin Bank, was amalgamated with Bihar Kshetriya Gramin Bank, Branch Managers of Bihar Kshetriya Gramin Bank, beyond needs and against the rules and regulations had employed number of persons in each Branch on daily wages. They were engaged on daily wages without any advertisement, without calling the name from the

Employment Exchange and without following the rules and regulations of employment in violation of articles 14 and 16 of Constitution of India. Service Regulation made by Bihar Kshetriya Gramin Bank, is not applicable to any person engaged temporarily on daily wages and as such they are not treated as employees of the Bank. Having considered the problem of part time messenger-cum-sweeper employed by Kshetriya Gramin Bank all over India, NABARD issued a Circular to treat as regular employee of R.R.B. all such messenger-cum-sweeper who were in service as on 22-2-1991 and who had completed 240 days of continuous service. It was one time regularisation. It is the case of the Bank that in a Branch where there was already full time messenger any person engaged after 22-2-1991 as sweeper or on any other designation on daily wages was against the circular of the Central Government as well as the NABARD and all engagement of those class of persons are illegal, nullity and such person is not entitled to protection u/s. 25-F of Industrial Disputes Act. With the general pleadings as aforesaid, it has been specifically pleaded that the workman concerned in this reference was engaged on daily wages without following the rules of appointment, without advertisement, without calling the names from the Employment Exchange, without following process of selection and without following rules of reservation. The workman was not given any appointment letter and it was verbal engagement on part time basis. Further the case of the Bank is that the workman Munna Jha was not member of the Union. Therefore Bihar Provincial Gramin Bank Employees' Association has no right to represent the workman in this case. In reply to specific pleading of the statement of claim regarding employment of the workman and his working continuously since 14-2-1990, there is no specific denial. It has been repeatedly said in the pleading of the Bank that Sec. 25-F of the Industrial Disputes Act is not applicable in this case and the workman is not entitled to any relief.

5. On the basis of terms of reference and pleading of the parties following questions are required to be decided in this reference:—

- (i) Whether workman Shri Munna Jha has proved that he worked for 240 days or more continuously within 12 months immediately preceding termination of his service ?
- (ii) Whether the action of the management in terminating the services of Shri Munna Jha, without complying with Section 25-F of Industrial Disputes Act is legal and justified ?
- (iii) Whether the action of the management is not regularising and reinstating and not giving Shri Munna Jha permanent status on a regular post is legal and justified?

(iv) To what relief Sri Munna Jha is entitled to ?

6. Question No. (i) : The case of the workman is that he was appointed/engaged w.e.f. 14-3-1990. As on 30-10-2002 he has put in a total number of 1239 days of service. He had completed more than 240 days of continuous service in each year particularly within 12 months immediately preceding his termination from 16-9-2006. This claim of the workman has not been denied specifically by the Bank in written statement. Rather the witness examined on behalf of the Bank, M.W.1 Sri Anil Kumar, who is a Senior Manager (Personnel) of Bihar Kshetriya Gramin Bank, Munger stated in his cross-examination (Paragraph 25) that the workman was engaged for cleaning work since 1991 or 1992 and worked till 2006. But there was a break. He was removed from work without notice. No pay in lieu of notice was given to workman and no compensation was given to the workman. This statement by a Senior Manager of Personnel Department of the Bank in the witness Box is a direct admission of the case of the workman that he was removed/terminated without any notice and compensation. Besides this admission by the management the workman examined as W.W.1 has also stated that he worked from 14-3-1990 and within 12 months preceding the date of his termination he had completed 240 days of continuous service. He has produced documentary evidence also. Ext.W/2 is the letter from the Head Office of the Bank on the basis of which the workman was appointed. Letter dated 7-4-97, 21-4-2001 and 22-4-2003 are Exts.W/3, W/4 and W/5 respectively are regarding payment of wages. A report sent by Nathnagar Branch to the Head Office for regularisation is Ext.W/1. This report shows that he had worked for more than 1239 days as on 31-10-2002. This report indicates that the workman worked for the period 14-3-1990 to 15-6-90 and then 8-12-1994. The workman filed a petition dated 13-2-2009 praying therein to call for certain documents which was allowed and the Tribunal vide order dated 13-2-2009 directed the Bank to produce the documents called for in that petition. In that petition, inter alia, at serial no. 16 Master Roll for the period from 14-3-1990 to 16-9-2006 was called for and at serial no. 17 attendance Register for working of the workman from 14-5-90 to 16-9-2006 was called for an wages register was also called for. There two documents could have been evidence of the fact that the workman worked. It was argued on behalf of the workman that adverse inference should be drawn against Bank for not producing these documents inspite of direction of the Tribunal dated 13-2-2009.

In this regard law is well settled. In *Director, Fisheries Terminal Division V. Bhikubhai Meghajibai Chavda* AIR 2010 SC 1238 it was held:

“Section 25-B of the Act defines continuous service”
In terms of sub-section (2) of Section 25-B that if a workman during a period of twelve calendar months

preceding the date with reference to which calculation on is to be made, has actually worked under the employer 240 days within a period of one year, he will be deemed to be in continuous service. The respondent claims he was employed in the year 1985 as a Watchman and his services were retrenched in the year 1991 and during the period between 1985 to 1991, he had worked for a period of more than 240 days. The burden of proof is on the respondent to show that he had worked for 240 days in preceding twelve months prior to his alleged retrenchment. The law on this issue appears to be now well settled. This court in the case of *R.M. Yellattu V. Assistant Executive Engineer* (2006) 1 SCC 106 : (2005 AIR SCW 6103), has observed :

“However, applying general principles and on reading the aforesaid judgements, we find that this Court, has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping up in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case”.

In the case in hand there is no specific denial by the Bank that the workman was not engaged or he did not work for 240 days continuously in preceding twelve calendar months from the date of his termination. W.E.1 Munna Jha the workman himself has stated on oath in the witness box that he worked for more than 240 days within 12 months immediately before termination of his services. It is well settled that in such cases documents of appointment attendance and payment of wages may not be with the workman. These documents were called for from the management but inspite of direction by the Tribunal were not produced. Under such circumstances, this is a fit case where adverse inference should be drawn against the management. Having considered the pleadings and evidence as also the circumstance of non production of important documents by Bank inspite of calling and direction of Tribunal, I hold that the workman worked for more than 240 days continuously within twelve months immediately preceding termination of his services.

7. **Question No. (ii) :** The main defence put forward by the Bank is that Bihar Kshetriya Gramin Bank, Munger has been created under the Regional Rural Bank Act, 1976. It is guided by the direction and circulars issued by the Central Government/Reserve Bank of India/NABARD. The workman was earlier illegally engaged by local Management of a Branch of Bhagalpur-Banka Kshetriya Gramin Bank, without advertising the vacancy without calling for the names from the Employment Exchange and without following any procedure of appointment. Later on Bhagalpur-Banka Kshetriya Gramin Bank, merged with Bihar Kshetriya Gramin Bank. In 1991 by a circular part time messenger-cum-sweeper who had completed 240 days of continuous service were ordered to be treated as regular employee of R.R.Bs. In the same circular there was complete ban on further employment of part time or full time sweeper or messenger. The workman was engaged as stated above without any notification of vacancy, without any advertisement, without calling for names from Employment Exchange, and without following and procedure. Such an employment is illegal and the person appointed has no legal right. His engagement was nullity and he will not get the protection of Sec.25-F of the Industrial Disputes Act, 1947. The learned Counsel appearing on behalf of the management argued this aspect of the case vehemently. In this regard reliance was placed by the learned Counsel for the management on Constitution Bench decision of Hon'ble Apex Court in *Secretary, State of Karnataka Vs. Uma Devi and others* AIR-2006 SC 1806-

"Unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment the appointment comes to an end at the end of the contract, if it were engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his terms of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the Court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of adhoc employee who by the very nature of their appointment, do not acquire any right. High Courts acting under Art. 226 of the constitution of India, should not ordinarily issue directions for absorption, regularization, or permanent continuance unless the recruitment itself was made regularly and in terms of

the constitutional scheme. Merely because, an employee had continued under cover of an order of Court, which is described as litigious employment, he would not be entitled to any right to be absorbed or made permanent in the service. In fact in such cases the High Court may not be justified in issuing interim directions since after all if ultimately the employee approaching it is found entitled to relief. It may be possible for it to mould the relief in such a manner that ultimately no prejudice will be caused to him whereas an interim direction to continue his employment would hold up the regular procedure for selection or impose on the State the burden of paying an employee who is really not required. The Courts must be careful in ensuring that they do not interfere unduly with the economic arrangement of its affairs by the State or its instrumentalities or lend themselves the instrument to facilitate by passing of the constitutional and statutory mandates.

8. The learned Counsel appearing on behalf of the workman argued that the case before the Hon'ble Apex Court in the matter of *Uma Devi* was not a case under Industrial Disputes Act. The case before the Hon'ble Apex Court was only limited on the question of regularisation. The Industrial Disputes Act has provisions for protection of interest of the workman and any retrenchment or termination of service without complying with the required provisions is illegal and the workman so retrenched or dismissed deserves relief of reinstatement with full back wages. The learned Counsel further argued that it is not that the workman in the case was engaged by the local manager without approval of the Head Office of the Bank. ExtW/2 is a letter from Head Office of Bhagalpur. Banka Kshetriya Gramin Bank as it then was regarding employment of the workman and on the basis of that letter he was appointed.

9. This is a case under Industrial Disputes Act. Admittedly the termination of service of the workman was based on a circular of NABARD requiring R.R.Bs. to discontinue with the services of persons engaged as sweeper or messenger on daily wages basis or on part time basis. Admittedly no notice was given to the workman. No pay was given to the workman. No compensation was given to him. Non-compliance of provisions of Sec.25-F of the Industrial Disputes Act is thus admitted. There is no dispute that provisions of Sec. 25-F of the Industrial Disputes Act were not complied with to which in my opinion the workman was entitled. *Uma Devi's* case (Supra) was not a case under Industrial Dispute Act. It was held by Hon'ble Supreme Court *Krishan Singh Vs. Executive Engineer* 2010 AIR SCW 1862 (Paragraph-12) that decision in *Uma Devi's* case relating to regularisation in public employment and has no relevance to an award under Section 11A of the Industrial Dispute Act.

10. **Question No. (iii) :** The learned Counsel for the workman argued that in the matter of regularisation of service the workman in this case was discriminated against. In the light of a Circular of NABARD part-time messenger-cum-sweeper or daily wager who had completed 240 days of continuous service on that date were treated as regular employee R.R.B. w.e.f. 22-2-1991. But the workman was not treated as regular employee. His request for regularisation of his services was not considered and no heed was paid. In this case the circular to which the learned counsel for the workman made reference is of the year 1993. This was one time decision for one time regularisation. There was prohibition against future employment of daily wager in that circular. The workman was employed/engaged that circular in the year 1994. In 1990 he worked only for three months from 14-3-90 to 15-6-90 as per Ext.W/1 filed by workman. He can not claim benefit of regularisation under that circular. Moreover the workman in this case is a daily wager. He was not appointed against any post. Therefore there is no question of regularisation of his service.

11. **Question No. (iv) :** I have already held that the workman in this case worked for more than 240 days within 12 months immediately proceeding the termination of his services. It is admitted case that he was not paid any compensation and Sec.25-F of the Industrial Disputes Act was not complied with. Therefore termination of services of the workman in this case namely Sri Munna Jha is bad in the eye of law not legal and not justified. Now the question is to what relief he is entitled to. The learned Counsel for the workman argued that when the termination of services of the workman is not legal and not justified for non compliance of Sec.25-F of the Industrial Disputes Act, he is entitled to reinstatement with full back wages.

The learned Counsel appearing on behalf of the management argued that even if the termination services of the workman is found to be illegal reinstatement with back wages may not be appropriate relief and only monetary compensation will meet and ends of justice.

Recent trend of decisions of the Hon'ble Apex Court in such matters is in support of the argument advanced on behalf of the management. Reference to only one decision in which several other decision of the hon'ble Apex Court have been referred to will answer this question, In Senior Superintendent, Telegraph (Traffic) Bhopal Vs. Santosh Kumar Singh and others AIR-2010, it has been held.....

"In last few years it has been consistently held by this Court that relief by way of reinstatement with back wages is not automatic even if termination of an employee is found to be illegal or is in contravention of the prescribed procedure and that monetary compensation in lieu of reinstatement and back wages in cases of such nature may be appropriate (See U. P. State Barasware Corporation Ltd. & Anr V. Uday Narain Pandey (2006) 1 SCC 479

; Uttaranchal Forest Development Corpn. V.M.C. Joshi (2007) 9 SCC 353; State of M.P. & Ors. V. Moti Lal Nehru Farmers Training Institute (2008) 5 SCC 75; Jaipur Development Authority V. Ramsahai & Anr. (2206) 11 SCC 684; Ghaziabad Development Authority & Anr. V. Ashok Kumar & Anr. (2008) 4 SCC 261; Mahboob Deepak Vs. Nagar Panchayat Gajraula & Anr. (2008) 1 SCC 575:

In a recent judgement authorised by one of us (R.M. Lodha, J.) in the case of Jagbir Singh V. Haryana State Agriculture Marketing Board and Anr. 9 (2009) 15 SCC 327, the aforesaid decisions were noticed and it was stated;

It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination an employee was found to be illegal the relief of reinstatement with full back wages would ordinarily follow. However in recent post there has been a shift in the legal position and in a long line of cases the Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

* * * * *

It would be thus seen that by a catena of decisions in recent time this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination particularly daily wager has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee.

In this case workman Munna Jha is a daily wager. Having regard to fact of this case and law discussed above I am of the view that a compensation of Rs. 75,000 (Rs. seventy five thousand) only will meet the ends of justice and as such Munna Jha is awarded & compensation of Rs. 75,000 (Rs. seventy five thousand) only.

The management is directed to make the payment of compensation to the workman Munna Jha within the 30 days of publication of the Award.

12. And this is my Award.

Dictated & Corrected by me.

HARISH CHANDRA SINGH, Presiding Officer.

नई दिल्ली, 3 अगस्त, 2011

SCHEDULE

का.आ. 2300.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 2, के पंचाट (संदर्भ संख्या 120/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2011 को प्राप्त हुआ था।

[सं. एल-20012/128/2003-आईआर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd August, 2011

S.O. 2300.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 120/2003) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. E C L, and their workman, which was received by the Central Government on 3-8-2011.

[No. L-20012/128/2003-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
(NO. 2), AT DHANBAD**

PRESENT : SHRI KISHORI RAM, Presiding Officer

In the matter of a reference U/s. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 120 of 2003

Parties : Employers in relation to the management of Mugma Area of M/s. E.C.L and their workman.

APPEARANCES:

On behalf of the workmen	-	None
On behalf of the employers	-	Mr. D.K. Verma, Advocate.
State : Jharkhand		Industry : Coal.

Dated, Dhanbad, the 20th July, 2011.

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal vide their Order No. L- 20012/128/2003-IR (C-I) , dated, the 10th November, 2003.

"Whether the action of the management of Mugma Area of M/s. ECL in demoting S/Sri Bharat Chandra Paul, B.C. Mandal and Ganesh Mahato from Cat. VI to Cat. V is fair and justified? If not, to what relief are the concerned workmen entitled?"

2. None represented the Union/workman. No WW produced on behalf of the Union. Mr.D.K. Verma, the Ld. Counsal for the management is present.

3. On perusal of the case record it is evident that the present reference case is related to the question about the justification of the management's action of Mugma Area of M/s. E.C.L. in demotion of workman S/Shree Bharat Chandra Paul, B.C. Mandal and Ganesh Mahato from Cat. VI to Cat. V. It is observed that the case has been pending for the evidence of the workman since 25-8-06, for which despite the notice dtd. 3-11-2010 and even after giving last chance no workman witness has been produced even to-day. The conduct of the Union/workman clearly indicates their disinterestedness to proceed with the case. Under the circumstances, carrying on the present case for uncertainly due to lack lustreness of the Union of the workman stands unwarranted. Hence the case is closed and accordingly Order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 1, के पंचाट (संदर्भ संख्या 94/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2011 को प्राप्त हुआ था।

[सं. एल-20012/509/2000-आई आर (सी. I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd August, 2011

S.O. 2301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 94/2001) of the Central Government Industrial Tribunal -cum-Labour Court No.1 Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 3-8-2011.

[No. L-20012/509/2000-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of a reference U/s 10(1) (d) (2A) of I.D. Act.

Reference No. 94 of 2001

PARTIES: Employers in relation to the management
of M/s. BCCL.

AND

Their workmen.

Present: Shri H. M. Singh, Presiding Officer.

APPEARANCES:

For the Employers : Shri S.N. Sinha, Advocate,

For the workman : Shri N. G. Arun, Organising
Secretary, R.C.M.S.

State: Jharkhand **Industry:** Coal.

Dated, the 19-7-2001

AWARD

By Order No. L-20012/509/2000-(C-I) dated 29-3-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of M/s. BCCL in terminating the services of the workman Sri Sambhu Orang, P.R.U.G. Miner Loader of East Bhuggatdih Colliery, under Kustore Area, is justified, legal and proper? If not, to what relief is the workman entitled?"

2. The case of the concerned workman is that Rajoo Orang, Ex. H.E. Operator of East Bhuggatdih Colliery had been declared permanent 'unfit' by the Medical Board held on 25-1-95. When he was declared unfit his son, Sambhu Orang had applied for employment in place of his father under clause 9-4-3 of NCWA-IV. During course of fulfillment of all paraphernalias of the process of employment of Sambhu Orang, his father Rajoo Orang expired on 25th February, 1995. On the basis of proposal forwarded by the Project Officer of East Bhuggatdih Colliery to the General Manager of Bhalgora Area and simultaneously being satisfied the proposal, the General Manager forwarded the same to Headquarter of BCCL to accord administrative approval to provide employment to Sambhu Orang. The General Manager of Bhalgora Area on this basis of administrative approval of Headquarter of BCCL, had issued an appointment letter dated 3/11-5-1996 to Sambhu Orang son of late Rajoo Orang for job of P.R. U/G. Miner/Loader. On the basis of office order of Personnel Officer, Bhalgora Area, Project Officer of Simlabahal colliery had

allowed him to join duty vide office order dated 25/28-5-96. As per Service Excerpt of his deceased father in the column of "Permanent address" following informations were furnished:—

VIII. + P.S. + P.O. - Mirjapur,
Distt. Bankura (West Bengal).

Sambhu Orang son of late Rajoo Orang never visited his native place. He has been dwelling at Qr. No. 174, Sector VI, Block-D, P.O. Bhuli, P.S. Bhuli, Dist. Dhanbad along with his family members right from his childhood. Sambhu Orang was not knowing that his father had committed mistake about the name of the place of Police Station of his native village. In fact "Kotulpur" should have been furnished in place of Mirjapur as Police Station. On the basis of the affidavit sworn by his mother, Smt. Rani Devi, wife of late Rajoo Orang, and local verification, Sambhu Orang had been allowed to join duty. Later on, when the management sent letter to his native place which is under Police Superintendent of Bankura District (W.B.) the S.P. Bankura had informed to the management that there is no Police Station named "Mirjapur" in Bankura District. After receiving the letter from the S.P., Bankura, the management without providing fair opportunity and violating the principle of natural justice terminated Sambhu Orang from the services of the company vide letter dated 7-8-11-96 issued by Project Officer, Simlabahal colliery. The workman and his mother had several time requested the management not to award capital punishment and to send any person to his native village about verification of his genuinity. The Gram Pradhan of Mirjapur Gram Panchayat has also authenticated the genuineness of Sambhu Orang and also certified the relationship between late Rajoo Orang and Sambhu Orang as father and son. When the workman union had made a request to the A.L.C. (C) to advice the management for reverification, on the advice of the A.L.C. (C) the management sent a letter to S.P. Bankura. This time the S.P. Bankura after proper verification sent a report that Sambhu Orang son of Late Rajoo Orang is a genuine person and is a resident of Village Mirjapur, P.O. Mirjapur, P.S. Kotulpur, Dist. Bankura. In spite of getting positive report with respect to genuinity of Sambhu Orang the management has not allowed the workman to join duty.

Under such circumstances it has been prayed that the Hon'ble Tribunal be pleased to pass an award setting aside the order of termination and directing the management to reinstate Sambhu Orang as P.R. Underground Miner Loader with retrospective effect with all consequential benefits.

3. The case of the management is that Sambhu Orang S/o Late Rajoo Orang was provided employment in the company and posted at Simlabahal colliery vide letter dated 3/11-5-96 as PR UG Miner Loader. At the time of application for employment he declared his permanent home address as Vill - Mirjapur, P.O. & P.S. Mirjapur, Dist. Bankura in

attestation form as well as in Identification Certificate. The management requested the district authorities, Bankura to sent the verification report in respect of genuineness of Sambhu Orang as per norms of the company. The S.P., District Intelligence Branch, Bankura vide letter dt. 31-5-96 informed that there was no P.S. named 'Mirjapur' in the district of Bankura. It was clearly mentioned in the offer of appointment dated 8/16-1-96 that in case police verification reveals adverse report, candidate's service will be liable to be terminated without assigning any reason whatsoever. On the basis of adverse report received from Supdt. of Police, Dist. Bankura, the service of Sambhu Orang terminated vide letter dated 7/8-11-96 of the Project Officer/Agent, Simlabahal Colliery as decided by the General Manager and communicated vide letter dated 6-9-96.

It has been prayed that the Hon'ble Tribunal be pleased to pass the award holding that the action of the management is just, proper and the person concerned is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1, S.S. Ray, who has proved documents as Exts. M-1 to M-7 and also proved one document in cross-examination as Ext. W-1.

The concerned workman produced himself as WW-1 (Sambhu Orang S/o Late Rajoo Orang) and proved documents as Exts. W-1/1 to W-16.

6. Main arguments advanced on behalf of the workman that he was removed from service without enquiry.

In this respect argued that he was removed from service because he got appointment fraudulently because he does not belong to P.S. Mirjapur, Dist. Bankura.

In this respect it has been argued on behalf of the concerned workman that his P.S. is Kotulpur. He has mentioned Vill. & P.S. Mirjapur because Vill. & P.S. Mirjapur was mentioned in the service excerpt of his father on which basis he was appointed by the management on compassionate ground.

It has also been argued that the enquiry was conducted without verifying his present address as well as his native place. It is just possible that when the concerned workman was residing at the Quarter provided by the management is not possible that he may get correct P. S. from his native village where he was residing. It is possible that due to long time P.S. Mirjapur has been changed to 'Kotulpur'. There is no P.S. 'Mirjapur' P.S. and on that basis an employee cannot be terminated. It must be verified from the present address when he was living with his father and his name also finds place in service excerpt provided by his father. He has mentioned the name of Village & P.S. of his native place which has been mentioned by his late father.

7. MW-1, S.S. Ray, has stated in cross-examination at page 2 that before termination there was no domestic enquiry against the concerned workman. The father of the concerned workman was an employee of Bhatdih colliery. I do not know if the address of the father of the concerned workman in his service book is the same as furnished by the concerned workman. I do not know if the mother of the concerned workman had sworn an affidavit before giving employment to the concerned workman. From a long time the concerned workman was residing in his local address, therefore, he was given employment after verification in local address. I do not know during conciliation proceeding the concerned workman has mentioned that the police station of the village is 'Kotulpur' and then the matter was sent for verification and verification report was received. It has also been stated that the Dy. Chief Personnel Manager has written that genuineness of the concerned workman has been established by the verification from Kotulpur P. S. Thus, he cannot be terminated for giving false information regarding 'Kotulpur P.S.' for which it has been verified from 'Mirjapur' P. S. only because in his father's service record that address was given.

No domestic enquiry was held against the concerned workman. Paper filed by the management, Ext. M-1 shows that his father was residing at Qr. No. 174, Sector-VI, Block-D, Bhuli, Dhanbad and Village address Mirjapur, P.O. and P.S. Mirjapur, Dist. Bankura and the concerned workman's name finds place in service excerpt of the address. Ext. M-6 shows that he was terminated without any domestic enquiry. As per Ext. W-1 it has been mentioned vide letter written by District Magistrate, Bankura sent the verification report in which the genuineness has been established by the police. There is no ground to terminate the service of the concerned workman for false address. The concerned workman has filed Ext. W-11. Basic Training Certificate, which shows his address - Vill.-Mirjapur, P.S. Kotulpur, P.O. Mirjapur, Dist. Bankura, which is public document.

Considering the above facts and circumstances, it shows that the management has illegally terminated the service of the concerned workman.

8. Accordingly, I hold that the action of the management of M/s. BCCL in terminating the services of the workman, Sri Sambhu Orang, P.R.U.G. Miner Loader, of East Bhagatdih Colliery, under Kustore Area, is not justified, legal and proper. Hence, the concerned workman is entitled for re-instatement with 50% back wages from the date of termination of service till his reinstatement with all consequential benefits. The management is directed to implement the award within 30 days from the date of publication of the Award.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2302.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आटो वर्कशॉप केनवादीह ऑफ बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद न. 1, के पंचाट (संदर्भ संख्या 114/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2011 को प्राप्त हुआ था।

[सं. एल-20012/452/1999-आईआर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd August, 2011

S.O. 2302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/2000) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Auto Workshop, Kenduadih of BCCL, and their workman, which was received by the Central Government on 3-8-2011.

[No. L-20012/452/1999-IR (C-I)]

D.S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. I), DHANBAD

In the matter of a reference U/S. 10(1) (d) of the Industrial Disputes Act, 1947.

Reference No. 114 of 2000

PARTIES: Employers in relation to the management of Auto Workshop, Kenduadih of BCCL.

AND

Their Workmen.

Present : Shri H.M. Singh, Presiding Officer

APPEARANCES:

For the Employers - None

For the Workmen - None

State : Jharkhand Industry : Coal.

Dated, 15-7-2011.

AWARD

By Order No. L-20012/452/1999-IR-(C-I) dated 18-2-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the

Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the demand of the Union before the management of Auto Workshop, Kenduadih of M/s. BCCL to give pay protection and to fix the wages of Sri Indradeo Ram at a higher point in line with other is justified and proper? If yes, so what relief is the workman entitled?”

2. The reference case was received in this Tribunal on 28-2-2000. Thereafter notices were sent to the parties. But none of the parties appeared to take any step. Neither the concerned workman nor the sponsoring union appeared nor written statement was filed on behalf of the workman.

3. In such circumstances, I render a ‘no dispute’ award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2303.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद न. 1, के पंचाट (संदर्भ संख्या 189/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2011 को प्राप्त हुआ था।

[सं. एल-20012/63/2000-आईआर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd August, 2011

S.O. 2303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 189/2000) of the Central Government Industrial Tribunal-cum-Labour Court 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 03-08-2011.

[No. L-20012 63/2000-IR (C-I)]

D.S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d) (2A) of I.D. Act.

Reference No. 189 of 2000

Parties : Employers in relation to the management of BCCL

AND

Their workmen.

Present : Shri H.M. SINGH, Presiding Officer

APPEARANCES:

For the Employees - None
 For the Workman - None
 State : Jharkhand Industry : Coal.

Dated, the 14-7-2011.

AWARD

By Order No. L-20012/63/2000-IR(C-I) dated 29-6-2000 the Central Government in the Ministry of Labour has, in exercise of powers conferred by clause (d) of sub-sec.(1) and sub-sec. (2A) of Section 10 of the I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal :

SCHEDULE

“क्या बी.सी.सी.एल. पी.वी.क्षेत्र के प्रबंधतंत्र द्वारा श्री जोगेन्द्र सिंह को बिना विकित्सा बोर्ड/आयु निर्धारण समिति के समक्ष भेजे बिना उनकी जन्म तिथि तारीख वर्ष 1938 मान लेना (तथा उसे वर्ष 1939 न मानना) न्यायौचित है? यदि नहीं तो कर्मकार किस राहत के पात्र है।”

2. The reference case was received in this Tribunal on 2-8-2000. But till now neither party appeared to take any step in spite of giving several adjournment. Registered notices were sent to the sponsoring union to file written statement on behalf of the concerned workman. But no written statement has been filed. It, therefore, appears that neither the concerned workman nor the sponsoring union is interested to contest the case.

In such circumstances, a ‘no dispute’ award is passed in the present reference case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2304.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 2, के पंचाट (संदर्भ संख्या 61/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2011 को प्राप्त हुआ था।

[सं. एल-20012/90/2007-आईआर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd August, 2011

S.O. 2304.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2007) of the Central Government Industrial Tribunal-cum-Labour Court 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their

workman, which was received by the Central Government on 03-08-2011.

[No. L-20012/90/2007-IR (C-I)]

D.S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD****PRESENT**

SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

Reference No. 61 of 2007

Parties : Employers in relation to the management of Katras Area of M/s. BCCL and their workmen.

APPEARANCES:

On behalf of the workmen - Mr. B.B. Pandey, Advocate.

On behalf of the employers - Mr. D.K. Verma, Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 20th July, 2011.

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/90/2007-IR(CM-I) dated 5-10-07.

SCHEDULE

“Whether the action of the management of East Katras Colliery under Katras of M/s. BCCL, Dhanbad in dismissing the services of Sh. Jugal Kishore Rawani Miner Loader w.e.f. 24-10-2005 is justified & legal? If not, to what relief is the concerned workman entitled?”

2. Mr. B.B. Pandey, the Ld. Advocate filing his authorisation under the signature of Shri Arjun Singh, the General Secretary of the Union concerned along with a petition filed on behalf of the General Secretary submits the concerned workman (Shri Jugal Kishore Rawani, the Miner/Loader) has get the employment and this dispute stands resolved, as such there is no dispute at all. A copy of the petition has also been served upon Mr. D.K. Verma, the Ld. Advocate for the management, who raised no objection to it.

3. From the perusal of the case record it is quite clear that the present reference case relates to the action of the management of East Katras Colliery under Katras Area,

3125 9/11-13

BCCL, Dhanbad in dismissal of the workman Shri Jugal Kishore Rawani, the Miner/Loader w.e.f. 24-10-2005. The case was running for filing Written Statement on behalf of the workman ab initio since 14-3-08 but despite registered notices dt. 4-6-2008, dt. 23-11-2010 and registered show cause dt. 26-5-2011 the workman neither appeared nor filed his W.S. But meanwhile, as the workman has got his employment no longer the industrial dispute exists.

4. Under the circumstances, I find that the Industrial Dispute has been solved with the employment of the workman by the management, Hence, it is unnecessary to proceed with the reference as it has been solved. Hence, the case is closed and accordingly order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2305.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टी.आई.एस.सी. ओ. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 2, के पंचाट (संदर्भ संख्या 02/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2011 को प्राप्त हुआ था।

[सं. एल-20012/166/2004-आईआर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd August, 2011

S.O. 2305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2005) of the Central Government Industrial Tribunal-cum-Labour Court 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. TISCO, and their workman, which was received by the Central Government on 03-08-2011.

[No. L-20012/166/2004-IR (C-I)]

D.S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT

SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

Reference No. 2 of 2005

Parties : Employers in relation to the management of Tisco and their workman.

APPEARANCES:

On behalf of the workman - Shri Ram Ratan Ram, Advocate.

On behalf of the employers - Shri D.K. Verma, Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 19th July, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/166/2004-I.R.(C-I), dated, the 14th December, 2004.

SCHEDULE

“Kya messrs Tisco Key Pravandhtantra Dwara Karmkar Shri Dwarika Paswan Ko Dinank 1-4-2004 Sey Sewa Sey Barkhast Kiya jana Vidhivat, Uchit Evam Nayasangat Hain? Yadi Nahi to karmkar Kis Rahat Key Patra Hain?”

2. The case of workman Dwarika Paswan is that he under personnel No. 214058 was Ex-Roof Bolter Mazdoor workman in Bhelatand ‘A’ Colliery of M/s. Tisco. He had been performing his job regularly, punctually and sincerely since his appointment, always attempting to give high production for the company, but he never neglected his duty. He being the strong supporting member of the R.C.M.S opposed the unfairly settlement held between the Management of Tisco and the Office bearer of the R.C.M.S. for payment of arrear in Ref. Case No. 43/2002 before the Central Government Industrial Tribunal No. 2, Dhanbad. He had submitted a petition on 23-12-2002 in that case before the Tribunal with a request not to pass an “Award” on the basis of the aforesaid unfair settlement, and again a petition jointly signed by 1663 workers of all collieries of Tisco on the same date to that effect. The management did not agree to pay the arrear, the workman called for the workers to oppose the unfair settlement. Meanwhile, the Management issued him an illegal chargesheet on 13-01-2004 to which he satisfactorily replied. The management sent him a letter to participate on the enquiry proceeding but it was received by him after enquiry was unfairly and unjustly conducted ex-parte, as he was not given the opportunity for his defence. Thereafter, he was illegally and unjustly dismissed from the service w.e.f. 01-04-2004 without any rhyme or reason and any domestic enquiry. He belongs to the Scheduled Caste. On personally raising the Industrial dispute by the workman, the reference came for adjudication. He is entitled to reinstatement in his service with full back wages.

2. The workman with specific denials has stated in his rejoinder that the award was pronounced in the Ref. Case No. 43/2002 in which he had opposed the settlement of both the parties about the arrears payment. He has a

member of the R.C.M.S. had demanded from the Management to revoke the unfair settlement and to pay the workers of Tisco their arrears. The Management is jealous of the workman being an active member of the Union. He had filed the C.P. Case No. 266/04 against the Management on 08-01-2004 for calling his bad name by "Dusadh, Achut, Chhot Harijan" which is still pending in the Court of the J.M. 1st Class, Dhanbad. As he is schedule caste, he was vexed and harassed by the Authority of Tisco without any reason. The management refused to receive the reply of the chargesheet and also denied to set up an enquiry committee to conduct fair and proper enquiry. Neither the enquiry was conducted in accordance with the principles of natural justice nor the charge was established.

3. Whereas, categorically denying the allegations of the workman, the case of the management is that the workman had committed a serious misconduct of riotous, disorderly and indecent behaviours with his superior on 8-1-2004 while he was on 'A' Shift duty and the said misconduct comes under the clause 19(5) of the Company's Certified Standing Order, though the workman was chargesheeted on 8-1-04 for his aforesaid misconduct yet he did not submit any reply to it; therefore, it was decided to conduct a domestic enquiry in to the charges levelled against him, in accordance with the principle of natural justice, for which the management appointed the Enquiry Officer. The workman was given ample opportunities to appear in the enquiry but he did not appear at the relevant time, so the Enquiry Officer had to proceed with the exparte enquiry, and after conducting the domestic enquiry in accordance with the principle of natural justice, the Enquiry Officer submitted his finding, holding the workman guilty of the charges levelled against him. Thereafter the workman was supplied with the copy of Enquiry report as per letter dt. 16-3-2004 before imposing any punishment, to which he had also submitted his representation dt. 22-3-04, but finding it unsatisfactory, he was dismissed from the service of the company with effect from 1-4-2004 as per letter dt. 27-3-04. The dismissal of workman was legal and justified. The enquiry conducted by the Enquiry Officer was also fair and proper and in accordance with the principle of natural justice.

4. The management has represented in his rejoinder that the management had taken the disciplinary action against the workman for his serious aforesaid misconduct. The settlement held between both the parties was submitted before the Hon'ble Tribunal concerned and it was accepted as fair and proper. So the issue was already settled and accepted by the Tribunal on the basis of which an Award was passed accordingly in Ref. No. 43 of 2002. Despite the ample opportunity the workman did not deliberately participate in the Enquiry; as such the workman is not entitled to any relief.

Finding with the Reasons

5. On the perusal of the case record, it stands evident that in course of the evidence of the management on preliminary point whether the domestic enquiry was fair and proper and accordance with the principle of natural justice, Mr. R.R. Ram, the representative of the workman by filling a petition has accepted the domestic enquiry fair and proper, urging for marking the relevant domestic of the enquiries Extt. for the management. Accordingly as per Order dt. 02-2-2011 of the Tribunal, the documents of the management namely, The Chargesheet dt. 8-1-04, the copy of the notice of Enquiry dt. 13-1-04, the original application 15-01-04 and the original explanation dt. 12-01-04 of workman Dwarika Paswan, the Office copy of the letter dt. 19-1-04, 23/24-01-04 along with the enquiry proceeding, the enquiry report dt. 08-03-04, the copy of the second show cause notice to the workman, the original application of the concerned workman dt. 22-03-04, the Office copy of the Order of dismissal, and the photo copy of the Service Record of the workman Dwarika Paswan have been marked as Ext. M-1, M-2, M-3, M-4, M-5, M-6 series, M-7 to M-11 respectively. In result, it came up for hearing argument on merit in terms of Section 11A of the Industrial Disputes Act, 1947.

6. In view of the admission of the workman concerned the domestic enquiry as fair and proper, it directly comes to the point of consideration over the quantum of punishment to the workman for the proved misconduct as alleged in the chargesheet. On the perusal of the materials of the domestic enquiry which have been marked as mentioned above for the management on the basis of the admission on behalf of the workman, I find that admittedly the workman was chargesheeted under clause 19(5) of the Company's Standing Order for his misconduct of his threatening to the authority concerned (Manager) of the consequences on 08-01-04. Though the workman by his Registered letter dt. 12-1-2004 (Ext. M-4) submitted his explanation to the chargesheet yet despite the registered letters (Ext. M-5, M-6 and M-6/1), his non-participation appeared to be wilful evasion to face the enquiry, resulting in the domestic enquiry proceeding exparte. His aforesaid admission of the enquiry as fair and proper has also deprived himself to produce any witness on his behalf. The Enquiry Report dated 8-3-04 (Ext. M-7) reveals the proof of the aforesaid charge of misconduct in the light of the statement of Shri Sanjay Kumar Singh, the Management Representative, M.L. Sanha, management witness against the workman, thereafter on his representation dt. 22-3-04, the management submitted show cause dt. 16-03-04 (Ext. M-8) to the management authority as per letter dt. 27-03-2004 (Ext. M-9) and after finding him guilty of riotous, disorderly and indecent behaviour with his superior under the aforesaid clause of the Company's Standing Order, dismissed him w.e.f. 1-04-04.

7. The submission of Mr. R.R. Ram, the Ld. Advocate for the workman is that the workman was never previously chargesheeted for it and the workman who retired on 1-11-2008 was all along victim of victimisation at the hand of the management of Tisco which in lack of any evidence or pleading appears to be not plausible rather inconsistent. Whereas Mr. D.K. Verma, the Ld. Advocate for the management relying upon the authority: 2006 SSC (L & S) 133 (DB) Horadia Gowda Educational Trust and Another.. Appellants- versus-State of Karnataka and others. Respondents held therein by the Apex Court, submit that "A person when dismissed from service is put to a great hardship but that would not mean that a grave misconduct should go unpunished.. maintenance of discipline of an Institution is equally important. (para-20)". In the back drop of the case, I find that the plea of the aforesaid Ld. Counsel of the management appears to be highly persuasive and plausible. In the instant case the punishment of dismissal of the workman for his aforesaid riotous, disorderly and indecent behaviour with his superior officer under the aforesaid clause of the Company's Standing Officer was just and proportionate, as the breach of discipline on the part of any employee like the concerned workman in the institution may affect similar recognised institutions on a large scale which cannot be tolerated in the spirit of the law of the land.

In view of the aforesaid discussed facts, I find and hold that the action of the management of M/s. Tisco for the dismissal of workman Dwanika Paswan from his service with effect from 1-4-2004 is quite legal and justified, therefore, he is not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2306.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुभरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 2, के पंचाट (संदर्भ संख्या 15/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2011 को प्राप्त हुआ था।

[Ref. एन. 20012/476/2001-आईआर (सी-1)]

डी. एस. एन. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd August, 2011

S.O. 2306.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2002) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s.BCCL,

and their workman, which was received by the Central Government on 3-8-2011.

[No. L-20012/476/2001-IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD

PRESENT : Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947.

Reference No. 15 of 2002

PARTIES : Employers in relation to the management of Bharat Coking Coal Ltd's Katras Area and their workman.

APPEARANCES :

On behalf of the Workman	None
On behalf of the Employer	Mr. U. N. Lal, Advocate.
State : Jharkhand	Industry : Coal.

Dated, Dhanbad, the 20th July, 2011.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L- 20012/476/2001-IR. (C-I), dated, the 20th February, 2002.

SCHEDULE

"Whether the action of the management of Ram Kanali Colliery of M/s. BCCL in dismissing Sri Ram Bilash from the services of the company w.e.f. 11-1-95 is justified? If not, to what relief are the concerned workman entitled?"

1. The case of workman Ram Bilash as sponsored by the Union is that as per the Office Order No. KA/PD/585/3846 dt. 11-5-91 of the G.M. Katras Area and the Office Order No. RICC/PD/91/308 dt. 27/30-5-91 of the Dy. C.M.E. Ramkanali Colliery the workman was appointed as Miner/Loader at Ram Kanali Colliery. He was allowed to resume his duty since 30-5-91, and since then, he had been unblemishedly performing the work as Miner/Loader to the satisfaction of the Management. The workman like all the miner/loader in course of working underground mines suffered from disease of common nature, so he got irregular but not habitual. The chargesheet was issued without a preliminary enquiry. He was dismissed for a miner misconduct of absence from duty since 11-7-94 which is severe punishment not permissible by the law though he had explained the reason of his absence before every forum

prior to awarding the punishment. Moreover, the dismissal order was not issued by the Punishing Authority. Neither the copies of all statements recorded during the preliminary enquiry as relied upon by the Enquiry Officer nor his finding was supplied to him by the Disciplinary Authority. So the perverse enquiry is vitiated for vindictive whimsical and malafide, and unproved charge, as well as for violation of the principle of reasonable opportunity- no second show cause for representation about specified legal punishments. His dismissal punishment was not commensurate with any gravity of his minor misconduct. Even his mercy petition containing his difficulties was unconsidered rather forwarded by the General Manager to the Head Quarter, though he (workman had properly replied the query of the H.Q. in that matter, yet he could not get any decision about it. He was not paid his wages from 11-7-94 to 11-7-95. So the action of the Management is illegal, arbitrary, unjustified and improper. When the Management failed to hear his reasonable demand of the Union the industrial dispute was referred for adjudication.

2. In rejoinder, it pleaded on behalf of the workman that the Enquiry Officer did not conduct the enquiry impartially and open mindedly, as all his materials put before him were unconsidered, so it is perverse. No rule of bipertite settlement pursued to for the dismissal in view of his less attendance in a year which is incorrect.

3. On the other hand, the case of the Management categorically denying the aforesaid allegations is that workman Ram Bilash Bhuia unauthorisedly absented from his duty since 11-7-94, so he was issued chargesheet No. RKC/PD/94/226 dt. 8-8-94 as per provisions of Certified Standing Order. A domestic enquiry was conducted wherein he had fully participated. The absentism of the workman unauthorisedly on many occasions such as from 9-3-93 to 12-3-93, 2-9-93 to 17-9-93, 11-9-93 to 10-10-93, 11-11-93 to 23-11-93, 8-2-94 to 18-2-94, 1-3-94 to 9-3-94 and 2-5-94 to 11-5-94 was brought out in the chargesheet and in the enquiry proceeding. The Disciplinary Authority on the basis enquiry report had observed the proof of his habitual absence from his duty without any sufficient cause as per the Chargesheet, so the penalty of dismissal as per letter No. RKC/PERS/Dismissal/95/2525 dt. 6-1-95 was imposed upon him. It is also alleged to have followed the principle of natural justice fully in course of the enquiry during the enquiry in which he was given full opportunity for his defence. Besides that the absentism of the workman unauthorisedly was also observed according to his poor attendance in the earlier previous years such as 103, 208, and 123 days in the years 1991 to 1993. Thus the workman was rightly dismissal from the services of the company for his aforesaid misconduct.

4. The Management in its rejoinder has pleaded that the Written Statement of the workman is without any supertive proof of the Medical Officers treatment papers

etc. As the policy of holding a domestic enquiry, a preliminary enquiry depends upon the merit of the case. The workman had not submitted any documents in support of his statement in the enquiry. The competent authority was also the Disciplinary Authority had issued the punishment order on 11-1-95. The workman fully taking part in the enquiry had signed the Enquiry Proceeding on each page. The Enquiry Officer had invariably supplied the copies of the Enquiry Proceeding to the workman and the Presenting Officer also. The action of the management in the early years of 1995 was just, fair and reasonable. The habitual absentism of the workman was his grave misconduct as per the provision of Certified Standing Order of the Company.

FINDING WITH THE REASONS

5. On the perusal of the case record, I find that MW-1 Sadanand Dubey as P.M. of Sijua Area was examined on preliminary point who was also cross-examined on behalf of the workman. But no witness was examined at the preliminary point on behalf of the workman. The aforesaid Management witness in course of his statement at the preliminary point has proved the copy of chargesheet, the attested copies of proceeding papers, the signatures of workman all along thereupon, the attested copies of his report, the note sheets, the approval of the G.M. & the dismissal order as Ext. M-1, M-2 (series after objection), M-3 series, M-4 (all with objections) M-5; M-5/1, and Ext. M-6 respectively. On the basis of the aforesaid statement of the management witness (MW-1), this Tribunal as per Order 12-1-2006 has held the domestic enquiry conducted by the Enquiry Officer MW-1 Sadanand Dubey as fair, proper and in accordance with the principle of natural justice. Thereafter it directly came up for hearing at the point whether the quantum of punishment as dismissal imposed upon the workman for habitual unauthorised absentism was just and proper.

6. Mr. U. N. Lal, the Ld. Advocate for the management has submitted that the workman was though a Miñer/ Loader yet dismissed from his service as per the Competent Authority's letter dt. 16/11-1-95 (Ext. M-6) for his regular absentism as per the chargesheets dt. 8-8-94 (Ext. M-1); as such as per the Certified Standing Order of the Company his dismissal from the service of the Company was quite commensurate with his aforesaid grave misconduct.

7. On through going through the materials available in the case record it stands quite evident that the workman could not justify for his unauthorised absence from his duty w.e.f. 11-7-94 as his previous seven times absentism as described in the chargesheet itself and his such absentism amounted to misconduct under clause 26.1.1 of the Certified Standing Orders of the Company, as the dismissal of the workman as punishment for his habitual absentism was quite proportionate to his grave misconduct on the part of the workman.

In result, I find and hold that the action of the management of Ram Kanali Colliery of M/s. BCCL in dismissing workman Shri Ram Bilash (Bhuia) from the service of the company w.e.f. 11-1-95 is quite justified, in the eye of law as well as the facts of the instant case. Therefore, the workman is not entitled to any relief.

KISHORIRAM, Presiding Officer

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2307.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 2, के पंचाट (संदर्भ संख्या 01/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2011 को प्राप्त हुआ था।

[सं. एल-20012/432/2001-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 3rd August, 2011

S.O. 2307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2002) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 3-8-2011.

[No. L-20012/432/2001-IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT: SHRI KISHORIRAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I. D. Act, 1947

Reference No. 1 of 2002

PARTIES: Employers in relation to the management of Katras Kshetra of M/s. B.C.C.L. and their workman.

APPEARANCES:

On behalf of the Workman - Mr. B.B. Pandey, Advocate.

On behalf of the Employers - Mr. D.K. Verma, Advocate.

State : Jharkhand Industry : Coal.

Dhanbad, Dated, the 11th July, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/432/2001-IR. (C-1), dated the 10-1-2002.

SCHEDULE

“Whether the action of the management of Salanpur Colliery of M/s. BCCL in not providing employment to Smt. Shanti Devi, W/o Late Kishori Beldar under V para 9.3.2 of NCWA is justified? If not, to what relief is Smt. Shanti Devi W/o Late Kishori Beldar entitled?”

2. The case of the petitioner Smt. Shanti Devi as sponsored by the Union concerned is that Late Kishori Beldar, a permanent employee of Salanpur Colliery working as Miner/Loader, expired on 4-8-91 while remaining on roll of the company. His dependent wife Smt. Shanti Devi has submitted all the relevant paper to the Management for her employment in place of her deceased husband as per provision of NCWA. V Clause 9.3.2. Having satisfied with her claim, the Management concerned as well as the Katras Area Authorities including the General Manager processed it for its approval from the H.Q. to provide her employment. She also every time responded to several queries of the Management about its options, but she opted for employment. Again on the offer of option by the Management about making clay catridge etc. she immediately replied, opting for the job. But the Management after the receipt of all queries from her remained silent and did not give her employment. Whenever discussed by her or her Panchayat, the Management though assured her employment at the earliest, yet delayed not on her part. In course of conciliation proceeding, the Management and her genuiness verified by the Superintendent of Police and found her genuine wife of Late Kishori Beldar. Despite her application was under active consideration of the Management yet it was not considered. On the failure of the conciliation proceeding before the ALC(C) Dhanbad the reference came for adjudication.

In its rejoinder, the Union pleaded that it is the Management which caused inordinate delay every time concerning the matter. Smt. Shanti Devi is the real wife of the workman who had applied for employment in the very beginning.

3. Whereas the Management categorically denying aforesaid allegations has alleged the present Industrial Dispute on the ground of Smt. Shanti Devi not being a workman so no employer-employee relationship as untenable. The Union raised the dispute after lapse of one decade. Her claim is for employment on compassionate ground. The compassionate appointment is not a vested right in a public authority exercisable at any time, rather it

is kind of exception carved out in the interest of justice to meet certain contingency purely on humanitarian consideration having delayed reference indicates no existence of contingency, so providing employment is against the policy of the company and mandatory constitutional provision. Late Kishori Beldar, Ex-miner, loader of Salanpur Colliery expired on 4-8-1991. As per his Service except Smt. Talmati Devi is the wife of Late Kishori Beldar. But as per the verification report of the S. P. Dhanbad, Smt. Talmati Devi is not the wife of rather Bhabhi, of aforesaid workman. Thereafter Smt. Shanti Devi applied for employment in place of late Kishori Beldar as per real wife, but the workman during his life did not declare her as his wife Smt. Shanti Devi has not submitted any authentic document to prove as the real wife of the workman. So the demand of the Union for her employment is neither legal nor justified.

FINDING WITH REASONING

4. In this case, WW-1 Shanti Devi on behalf of the Union examined, in course of which she has proved her relevant documents as Ext. W-1 to W-6; but despite ample opportunity from 14-6-2005 to 18-5-2011 though the Management could not produce or examine any witness on its behalf yet its relevant documents on no objection by Mr. B.B. Pandey, the representative of workman have been marked as Ext. M-1 to M-9 as also Mr. D.K. Verma, the Learned Advocate for the Management declined to produce a Management witness. Therefore, it came up for hearing argument.

5. On perusal of the materials available on the case records, the following facts appear to be indisputable :

- (i) Ex-workman Kishori Beldar was a permanent employee as Miner/Loader of Salanpur Colliery as per his appointment date 10-04-1990 but he expired on 4-8-1991 in course of his employment.
- (ii) Petitioner Shanti Devi responded to the letter of the Management queries and along all opted for employment by being ready to perform the job of making soil capsule in place of her ex-miner/loader husband who died in harness on 4-8-1991.

6. The statement of WW-1 Shanti Devi (the petitioner as the wife of late workman Kishori Beldar clearly reveals that since her husband suddenly died in 1991 after one year of his joining as a workman of Salanpur Colliery, she had submitted her application to the management for her employment. The management as per letter dt. 17-6-1996 (Ext. W-1) asked her willingness to take compensation in lieu of service. But as per her letter (dt. 18-6-1996 - Ext. W-2) she informed the management of her preference for service. Thereafter the management by its letter dt. 23/27-1-1997 (Ext. W-3) offered her the option if she was willing

to work as a Clay Cartridge manufacturer to which she had given her consent as per her letter (dt. 27-1-1997) (Ext. W-4). Despite it the management did not issue her any letter of appointment to work as a Clay Cartridge Manufacturer not provided her any employment. Hence she raised the industrial dispute. It is also evident from her statement/deposition that during the pendency of this reference case the management as per its letter dt. 27-2-2003/ 1-3-2003 (Ext. W-5) regretted her claim for her employment as a belated case, then she submitted to the management her application for her appointment/employment (the copy of which marked as Ext. W-6). Though the application (in prescribed form) apparently appears to be dt. 20-6-1995 appears to be her second application, for her employment, as she declared not to have committed any sort of mistake or any delay in placing her option to work as a Clay Cartridge Manufacturer in view of the aforesaid offer by the management, so it was the management which caused delay in considering her employment, for which she should not be blamed; as such she claimed her for employment as just.

7. Further statement of the petitioner (WW-1) is that her husband, the concerned workman, had disclosed the name of his wife as Talmati Devi during his life time and after death of her husband, Talmati Devi who is the wife of his brother had submitted the application for her employment claiming herself as the wife of her husband (the workman), but when the management after enquiry rejected the claim of Talmati Devi, she being the legally married wife submitted the application for employment. She has assertively denied the suggestion of management about the rejection of her application treating her not the widow of late workman Kishori Beldar.

8. On the perusal of the materials i.e. the documents namely the management's letter dt. 4-4-1992 enclosed with the papers in duplicate in respect of Smt. Talmati Devi wife of aforesaid workman Late Kishori Beldar, another letter dt. 14/16-12-1993 to Sarpanch/Mukhiya Gram Panchayat concerned for verification about the real wife of the workman whether Talmati Devi or Shanti Devi, as both were certified as the wife of deceased workman, again the letter dated 23/26-4-1994 to the Personnel Manager, Katras Area concerning the return of the letters of both the aforesaid claims as undelivered being "not known", letter dt. 23/27-4-1994 to the Sarpanch concerned for the aforesaid clarification about the real wife of the workman, letter dt. 25/28-11-94 to the Personnel Manager enclosed with the representation of Smt. Shanti Devi (petitioner) who had also filed her affidavit dt. 13-6-95, the Service Excerpt of the workman, the management's letter dt. 12-2-2003 by the Personnel Manager to the G.M. and the regret letter dt. 27-2-2003/1-3-2003 on formal proof dispensed with have been marked as Ext. M-1 to M-9 respectively, it stands clear that the petitioner has all along been representing herself as the real wife of late workman Kishori Beldar along with her miner heirs Jintendar Kumar, (son) Chunmun Kumari

and Gauri Kumari, clearly stating that her jethani (Talwati Devi) was the wife of Mohan Beldar and since her husband being accustomed to taking wine was under influence of her aforesaid jethani, who had got her name entered into his service record despite her husband still alive (Ext. M-5), and the petitioner has also clearly established as the real wife of the late workman not Talmati Devi who was the wife of the brother (Mohan Beldar) of her workman husband. There is no suspicion about the status of this petitioner Shanti Devi as the real wife of her deceased workman who died in harness.

9. Representing the aforesaid case of the petitioner Shanti Devi, the widow of late deceased workman Kishori Beldar, Mr. B. B. Pandey, the representative of the workman/ Union has submitted that despite the acceptance of the offer of the management by the petitioner, the management intentionally kept on negotiating with her for employment and ultimately it refused her employment, without any reasons. Whereas the contention of Mr. D.K. Verma, the Ld. Advocate for the management is that in view of the Service Excerpt of the workman the petitioner had not applied for her employment rather she had applied after the regret of the application of Talmati Devi and the petitioner had over delayed for it. But the contention of Mr. Verma in the light of admitted documents i.e. management's letter (Ext. W-5=Ext. W-9) which is apparently addressed to the petitioner concerning her employment being belated case of 1991 appears to be not plausible.

10. Having considered the entire aforesaid discussed facts and circumstances, I find that the petitioner has merit in the case, being the real wife of late workman Kishori Beldar. Hence, it is held that the action of the management of Salanpur Colliery of M/s. BCCL in not providing employment to petitioner Shanti Devi, wife of late Kishori Beldar under para 9.3.2 of NCWA-V is absolutely illegal and unjustified. Hence, Smt. Shanti Devi wife of workman Kishori Beldar is entitled to employment as a Clay Cartridge Manufacturer in Cat.I from the management without any delay. The management is directed to implement the Award within one month from the date of its publication in the Gazette in India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 11 अगस्त, 2011

का.आ. 2308.—जबकि कोड संख्या डब्ल्यू बी/11508 पश्चिम बंगाल क्षेत्र के अंतर्गत मैसर्स यू.एम.बी. सेल्स एण्ड सर्विसेज, कोलकाता (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गयी छूट को निरस्त करने के लिए आवेदन किया है।

2. जबकि उक्त अधिनियम की धारा 17(1) (क) के अंतर्गत उक्त प्रतिष्ठान को छूट प्रदान करते हुए भारत के राजपत्र में

अधिसूचना संख्या एस-35014/(17/71) भ. नि. II दिनांक 11-11-1971 प्रकाशित की गयी थी।

3. और जबकि अब सरकार की जानकारी में यह बात आयी है कि उक्त प्रतिष्ठान ने दिनांक 30-11-2001 से अपनी छूट समाप्त कर दी है और अब आगे इसमें कोई भी गतिविधि नहीं की जा रही है।

4. अतः, अब, केंद्र सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एनदुपरांत उक्त प्रतिष्ठान को दी गई छूट को दिनांक 1-12-2001 से रद्द करती है।

[सं. एस-35017/2/2010-एसएस II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 11th August, 2011

S.O. 2308.—Whereas M/s. U.M. B. Sales & Services, Kolkata [under Code No. WB/11508 West Bengal region] (hereinafter referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a Notification No. S-35014 (17):71-PF.II dated 11-11-1971 granting exemption under Section 17(1) (a) of the said Act to the said establishment was published in the Gazette of India.

3. And whereas now it has come to the notice to the Government that the establishment has surrendered its exemption with effect from the 30-11-2001 and it is no longer carrying on any activity.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the said Act the Central Government hereby cancels the exemption granted to the said establishment with effect from the 1-12-2001.

[No. S-35017/2/2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2309.—जबकि कोड संख्या डब्ल्यू बी/118 कोलकाता क्षेत्र के अंतर्गत मैसर्स बौरिह काटन मिल्स लिमिटेड, हावड़ा (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17(1)(क) के अंतर्गत 1-11-1952 से छूट प्रदान करते हुए भारत सरकार के राजपत्र में दिनांक 12-01-1963 की अधिसूचना संख्या 11(26)62-भ. नि. II प्रकाशित की गयी थी।

2. जबकि मैसर्स बौरिह काटन मिल्स लिमिटेड, ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27 क के परिशिष्ट-क में वर्णित छूट की शर्तों का उल्लंघन किया है और जिसके द्वारा कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत

अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट रद्द करने योग्य है।

3. जबकि उक्त प्रतिष्ठान को दिनांक 04-04-2011 को कारण बताओ नोटिस प्राप्त होने के 15 दिन के अंदर अपना उत्तर प्रस्तुत करने हेतु एक अवसर प्रदान किया गया था। स्थापना से अभी तक कोई उत्तर प्राप्त नहीं हुआ।

अतः, अब, केन्द्र सरकार कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/2/2011-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th August, 2011

S.O. 2309.—Whereas a notification No. 11(26)/62-PF. II dated 12-01-1963 granting exemption w.e.f. 01-11-1952 under section 17(1) (a) of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 to the M/s Bowreah Cotton Mills Limited, Howrah under code No. WB/118, Kolkata region (hereinafter referred to as the establishment) was published in the Gazette of India.

2. Whereas M/s Bowreah Cotton Mills has violated the conditions of exemption delineated in Appendix -A of Para 27A of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

3. Whereas the establishment was given an opportunity on 04-04-2011 to file its reply to the Show Cause Notice within 15 days of the receipt of the Notice. No reply has been received so far from the establishment.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the EPF and MP Act, 1952 the Central Government hereby cancel the exemption granted to the said establishment with immediate effect.

[No. S-35017/2/2011-SS-II]

S.D. XAVIER, Under Secy.

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2310.—जबकि कोड संख्या डब्ल्यू बी/375 कोलकाता क्षेत्र के अंतर्गत मैसर्स गोन्डलपारा जूट मिल्स लिमिटेड, (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17(1)(क) के अंतर्गत से छूट प्रदान करते हुए भारत के राजपत्र में दिनांक 01-11-1952 की अधिसूचना संख्या 11(26)62-भ. नि. दिनांक 8-1-1963 प्रकाशित की गयी थी।

2. जबकि मैसर्स गोन्डलपारा जूट मिल्स लिमिटेड, ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27 क के परिशिष्ट-क में वर्णित छूट की शर्तों का उल्लंघन किया है और जिसके द्वारा कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट रद्द करने योग्य है।

3. जबकि उक्त प्रतिष्ठान को दिनांक 13 सितम्बर, 2010 को कारण बताओ नोटिस प्राप्त होने के 15 दिन के अंदर अपना उत्तर प्रस्तुत करने हेतु एक अवसर प्रदान किया गया था और केन्द्रीय भविष्य निधि आयुक्त के साथ परामर्श से दिनांक 26-10-2010 के उनके उत्तर (9-11-2010 को मंत्रालय में प्राप्त) की जांच करने के पश्चात् पाया गया है कि यह संतोषजनक नहीं है।

अतः, अब, केन्द्र सरकार कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/17/2010-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th August, 2011

S.O. 2310.—Whereas a notification No. 11(26)/62-PF. II dated 08-01-1963 granting exemption w.e.f. 01-11-1952 under section 17(1) (a) of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 to the M/s. Gondalpara Jute Mills Limited under code No. WB/375, Kolkata region (hereinafter referred to as the establishment) was published in the Gazette of India.

2. Whereas M/s Gondalpara Jute Mills has violated the conditions of exemption delineated in Appendix -A of Para 27A of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

3. Whereas the establishment was given an opportunity on 13th September, 2010 to file its reply to the Show Cause Notice within 15 days of the receipt of Notice and examining their reply dated 26-10-2010 (received in the Ministry on 9-11-2010) in consultation with Central Provident Fund Commissioner, it has been found that the same is not satisfactory.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the EPF and MP Act, 1952 the Central Government hereby cancel the exemption granted to the said establishment with immediate effect.

[No. S-35017/17/2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2311.—जबकि कोड संख्या डब्ल्यू बी/1129, कोलकाता क्षेत्र के अंतर्गत मैसर्स हेनकल इंडिया लिमिटेड (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17(1)(क) के अंतर्गत से छूट प्रदान करते हुए भारत के राजपत्र में दिनांक 17-12-1962 की अधिसूचना संख्या 11(26)62-भ. नि. II प्रकाशित की गयी थी।

2. जबकि उक्त स्थापना को क.भ.नि. एवं प्रकीर्ण उपबंध अधिनियम की धारा 17(1)(क) के अंतर्गत छूट प्रदान करते हुए अधिसूचना संख्या एस-35014/24/75 भ. नि. II दिनांक 1-11-75 को भारत के राजपत्र में प्रकाशित की गई थी।

3. और जबकि उक्त प्रतिष्ठान ने अपनी छूट समर्पित कर दी है और आगे से कोई गतिविधि नहीं की जा रही है।

4. अतः, अब, केन्द्र सरकार, कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/9/2010-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th August, 2011

S.O. 2311.—Whereas a notification No. 11(26)/62-PF. II dated 7-12-1962 granting exemption under Section 17(1)(a) of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 to the M/s. Henkel India Limited under code No. WB/1129, Kolkata region. (hereinafter referred to as the establishment) was published in the Gazette of India.

2. Whereas a notification No. S-35014/24/75-PF. II dated 1-11-1975 granting exemption under Section 17(1)(a) of the EPF & MP Act to the said establishment was published in the Gazette of India.

3. And whereas now the establishment has surrendered its and there is no longer carrying on any activity.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the said Act the Central Government hereby cancels the exemption granted to the said establishment with immediate effect.

[No. S-35017/9/2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2312.—जबकि कोड संख्या डब्ल्यू बी/32 के अंतर्गत मैसर्स हुकुमचंद जूट मिल्स, मैसर्स हुगली जूट मिल्स प्रोजेक्ट लिमिटेड, को एक इकाई (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा

17(1)(क) के अंतर्गत से छूट प्रदान करते हुए भारत के राजपत्र में दिनांक 5-12-1962 की अधिसूचना संख्या 11(26)/62-भ. नि. II में प्रकाशित की गयी थी।

2. जबकि मैसर्स हुकुमचंद जूट मिल्स लिमिटेड, ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27क के परिशिष्ट-क में वर्णित छूट की शर्तों का उल्लंघन किया है और जिसके द्वारा कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट रद्द करने योग्य है।

3. जबकि उक्त प्रतिष्ठान को दिनांक 28 मई, 2010 को कारण बताओ नोटिस प्राप्त होने के 15 दिन के अंदर अपना उत्तर प्रस्तुत करने हेतु एक अवसर प्रदान किया गया था और केन्द्रीय भविष्य निधि आयुक्त के साथ परामर्श में उनके दिनांक 7-6-2010 के उत्तर (11-6-2010 को मंत्रालय में प्राप्त) की जांच करने के पश्चात् यह पाया गया है कि यह संतोषजनक नहीं है।

अतः अब, केन्द्र सरकार, कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/13/2010-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th August, 2011

S.O. 2312.—Whereas a notification No. 11(26) 62-PF. II dated 5-12-1962 granting exemption under Section 17(1)(a) of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 to the M/s. Hukumchand Jute Mills, a unit of M/s. Hoogly Jute Mills Project Limited code No. WB/32 (hereinafter referred to as the establishment) was published in the Gazette of India.

2. Whereas M/s. Hukumchand Jute Mills Limited has violated the conditions of exemption delineated in Appendix-A of Para 27A of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

3. Whereas the establishment was given an opportunity on 28th May, 2010 to file its reply to the Show Cause Notice within 15 days of the receipt of Notice and after examining their reply dated 7-6-2010 (received in the Ministry on 11-6-2010) in consultation with Central Provident Fund Commissioner, it has been found that the same is not satisfactory.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the EPF and MP Act,

1952 the Cenral Government hereby cancel the exemption granted to the said establishment with immediate effect.

[No. S-35017/13/2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2313.—जबकि कोड संख्या डब्ल्यू बी/38 और 9952 कोलकाता क्षेत्र के अंतर्गत मैसर्स श्री गौरी शंकर जूट मिल्स लिमिटेड, कोलकाता (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17(1)(क) के अंतर्गत छूट प्रदान करते हुए भारत के राजपत्र में दिनांक 9 जुलाई, 1963 की अधिसूचना संख्या 11(26)/62-भ. नि. II में प्रकाशित की गयी थी।

2. जबकि मैसर्स श्री गौरी शंकर जूट मिल्स लिमिटेड ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27-क के परिशिष्ट-क में वर्णित छूट की शर्तों का उल्लंघन किया है और जिसके द्वारा कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट रद्द करने योग्य है।

3. जबकि उक्त प्रतिष्ठान को दिनांक 9-6-2010 को कारण बताओ नोटिस प्राप्त होने के 15 दिन के अंदर अपना उत्तर प्रस्तुत करने हेतु एक अवसर प्रदान किया गया था और केन्द्रीय भविष्य निधि आयुक्त के साथ परामर्श से दिनांक 2-7-2010 के उनके उत्तर (मंत्रालय में 8-7-2010 को प्राप्त) की जांच करने के पश्चात् यह पाया गया है कि यह संतोषजनक नहीं है।

4. अतः, अब, केन्द्र सरकार, कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/11/2010-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th August, 2011

S.O. 2313.—Whereas a notification No. 11(26)/62-PF. II dated 9th July, 1963 granting exemption under Section 17(1)(a) of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 to the M/s. Shree Gauri Shankar Jute Mills Limited, Kolkata under Code No. WB/38 and 9952, Kolkata region (hereinafter referred to as the establishment) was published in the Gazette of India.

2. Whereas M/s Shree Gauri Shankar Jute Mills Limited has violated the conditions of exemption delineated in Appendix-A of Para 27A of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of Section 17 of the Employees'

Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

3. Whereas the establishment was given an opportunity on 9-6-2010 to file its reply to the Show Cause Notice within 15 days of the receipt of Notice and after examining their reply dated 2-7-2010 (received in the Ministry on 8-7-2010) in consultation with Central Provident Fund Commissioner, it has been found that the same is not satisfactory.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the EPF and MP Act, 1952 the Cenral Government hereby cancel the exemption granted to the said establishment with immediate effect.

[No. S-35017/11/2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2314.—जबकि कोड संख्या डब्ल्यू बी/2, 27 और 40 कोलकाता क्षेत्र के अंतर्गत मैसर्स बारनगर जूट फैक्ट्री प्लास्टिक, कोलकाता (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17(1)(क) के अंतर्गत छूट प्रदान करते हुए भारत के राजपत्र में दिनांक 23-12-1961 की अधिसूचना प्रकाशित की गयी थी।

2. जबकि मैसर्स बारनगर जूट फैक्ट्री प्लास्टिक, कोलकाता ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27-क के परिशिष्ट-क में वर्णित छूट की शर्तों का उल्लंघन किया है और जिसके द्वारा कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट रद्द करने योग्य है।

3. जबकि उक्त प्रतिष्ठान को दिनांक 11 सितम्बर, 2009 को कारण बताओ नोटिस प्राप्त होने के 10 दिन के अंदर अपना उत्तर प्रस्तुत करने हेतु एक अवसर प्रदान किया गया था और केन्द्रीय भविष्य निधि आयुक्त के साथ परामर्श से दिनांक 30-10-2009 के उनके उत्तर (दिनांक 11-11-2009 को मंत्रालय में प्राप्त) की जांच करने के पश्चात् यह पाया गया है कि यह संतोषजनक नहीं है।

4. अतः, अब, केन्द्र सरकार, कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/14/2009-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th August, 2011

S.O. 2314.—Whereas a notification dated 23-12-1961 granting exemption under Section 17(1)(a) of the Employees' Provident Fund and Miscellaneous Provisions

Act, 1952 to the M/s. The Barnagore Jute Factory Plc, Kolkata under Code No. WB/2, 27 & 40, Kolkata region (hereinafter referred to as the establishment) was published in the Gazette of India.

2. Whereas M/s. Barnagore Jute Factory Plc, Kolkata has violated the conditions of exemption delineated in Appendix-A of Para 27A of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

3. Whereas the establishment was given an opportunity on 11th September, 2009 to file its reply to the Show Cause Notice within 10 days of the receipt of Notice and after examining their reply dated 30-10-2009 (received in the Ministry on 11-11-2009) in consultation with Central Provident Fund Commissioner, it has been found that the same is not satisfactory.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the EPF and MP Act, 1952 the Central Government hereby cancel the exemption granted to the said establishment with immediate effect.

[No. S-35017/14/2009-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2315.—जबकि मैसर्स इंडस्ट्रियल ज्वैल्स प्रा.लि., मुम्बई [कोड संख्या एमएच/बीएन/11258, ब्रांडा क्षेत्र] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गयी छूट को निरस्त करने के लिए आवेदन किया है।

2. जबकि उक्त अधिनियम की धारा 17(1) (क) के अंतर्गत उक्त प्रतिष्ठान को छूट प्रदान करते हुए भारत के राजपत्र में अधिसूचना संख्या एस-35014/(12)/7-भ.नि. II दिनांक 18 सितम्बर, 1976 प्रकाशित की गयी थी।

3. और जबकि अब सरकार की जानकारी में यह बात आयी है कि उक्त प्रतिष्ठान ने दिनांक 1-04-2009 से अपनी छूट समर्पित कर दी है और अब आगे इसमें कोई भी गतिविधि नहीं की जा रही है।

4. अतः अब, केन्द्र सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को दिनांक 1-04-2009 से रद्द करती है।

[सं. एस-35017/1/2010-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th August, 2011

S.O. 2315.—Whereas M/s. Industrial Jewels Private Limited, Mumbai [under Code No. MH/3AN/11258, Bandra region] (hereinafter referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a notification No. S-35014/12-7-PE.II dated 18th September, 1976 granting exemption under Section 17 (1) (a) of the said Act to the said establishment was published in the Gazette of India.

3. And whereas now it has come to the notice to the Government that the establishment has surrendered its exemption with effect from the 1-04-2009 and it is no longer carrying on any activity.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the said Act the Central Government hereby cancel the exemption granted to the said establishment with effect from the 1-04-2009.

[No. S-35017/1/2010-SS-II]

S. D. XAVIER, Under Secy

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2316.—जबकि कोड संख्या डब्ल्यू बी/5093, कोलकाता क्षेत्र के अंतर्गत मैसर्स केरिटे मोरन एण्ड कम्पनी, लिमिटेड, कोलकाता (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 के पैरा 27-क के अंतर्गत छूट प्रदान करते हुए भारत के राजपत्र में दिनांक 21-10-1970 की अधिसूचना संख्या 11(24)/67-भ.नि. II प्रकाशित की गयी थी;

2. जबकि मैसर्स केरिटे मोरन एण्ड कम्पनी लिमिटेड ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27-क के परिशिष्ट-क में वर्णित छूट की शर्तों का उल्लंघन किया है और जिसके द्वारा कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट रद्द करने योग्य है।

3. जबकि उक्त प्रतिष्ठान को दिनांक 23 सितम्बर 2010 को कारण बताओ नोटिस प्राप्त होने के 15 दिन के अंदर अपना उत्तर प्रस्तुत करने हेतु एक अवसर प्रदान किया गया था। स्थापना से अभी तक कोई उत्तर प्राप्त नहीं हुआ है।

अतः, अब, केन्द्र सरकार, कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/16/2010-एसएस II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th August, 2011

S.O. 2316.—Whereas a notification No. 11(24) 67-PF. II dated 21-10-1970 granting exemption under para 27A of the Employees' Provident Fund Scheme, 1952 to the M/s. Carrit Moran & Co. Limited, Kolkata under code No. WB/5093, Kolkata region (hereinafter referred to as the establishment) was published in the Gazette of India.

2. Whereas M/s. Carrit Moran & Co. Limited has violated the conditions of exemption delineated in Appendix -A of Para 27A of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

3. Whereas the establishment was given an opportunity on 23rd September, 2010 to file its reply to the Show Cause Notice within 15 days of the receipt of Notice. No reply has been received so far from the establishment.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the EPF and MP Act, 1952 the Central Government hereby cancel the exemption granted to the said establishment with immediate effect.

[No. S-35017/16/2010-SS-II]

S.D. XAVIER, Under Secy.

नई दिल्ली, 12 अगस्त, 2011

का.आ. 2317.—जबकि कोड संख्या डब्ल्यू बी/5138, कोलकाता क्षेत्र के अंतर्गत मैसर्स इनकेब इण्डस्ट्रीज लिमिटेड, कोलकाता (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17(1) (क) के अंतर्गत छूट प्रदान करते हुए भारत के राजपत्र में दिनांक 29-04-1971 की अधिसूचना प्रकाशित की गयी थी;

2. जबकि मैसर्स इनकेब इण्डस्ट्रीज लिमिटेड, ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27-क के परिशिष्ट-क में वर्णित छूट की शर्तों का उल्लंघन किया है और जिसके द्वारा कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट रद्द करने योग्य है;

3. जबकि उक्त प्रतिष्ठान को दिनांक 13 अक्टूबर, 2009 को कारण बताओ नोटिस प्राप्त होने के 15 दिन के अंदर अपना उत्तर प्रस्तुत करने हेतु एक अवसर प्रदान किया गया था और केन्द्रीय भविष्य निधि आयुक्त के साथ परामर्श से दिनांक 18-11-2009 के उनका उत्तर (मंत्रालय में 25-11-2009 को प्राप्त) की जांच करने के पश्चात् यह पाया गया है कि यह संतोषजनक नहीं है।

अतः अब, केन्द्र सरकार, कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/16/2010-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th August, 2011

S.O. 2317.—Whereas a notification dated 29-04-1971 granting exemption under Section 17(1)(a) of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 to the M/s. Incab Industries Limited, under code No. WB/5138, Kolkata region (hereinafter referred to as the establishment) was published in the Gazette of India.

2. Whereas M/s. Incab Industries Limited has violated the conditions of exemption delineated in Appendix -A of Para 27A of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

3. Whereas the establishment was given an opportunity on 13-10-2009 to file its reply to the Show Cause Notice within 15 days of the receipt of Notice and after examining their reply dated 18-11-2009 (received in the Ministry on 25-11-2009) in consultation with Central Provident Fund Commissioner, it has been found that the same is not satisfactory.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the EPF and MP Act, 1952 the Central Government hereby cancel the exemption granted to the said establishment with immediate effect.

[No. S-35017/16/2010-SS-II]

S. D. XAVIER, Under Secy.